IN THE

SUPREME COURT OF THE UNITED STATES

October Term, 1973

No. 72-1517

GEORGIA THERESA GILMORE, GUSSIE CARLTON, SYLVIA JOHNSON, J. C. SMITH, MATTIE CARGILL, FRED HARRIS, GEORGE STEPHENS, ELIZABETH BROWN, on behalf of themselves and all others similarly situated,

Petitioners,

-v.-

CITY OF MONTGOMERY, ALABAMA, a Municipal Corporation; BOARD OF COMMISSIONERS OF THE CITY OF MONTGOMERY; JIM ROBINSON, CLIFF EVANS and J. B. RUCKER, as Members of the Board of Commissioners of the City of Montgomery; RECREATION BOARD OF THE CITY OF MONTGOMERY; RUFUS A. LEWIS, JEAN B. CAMPBELL, JAMES HALL, MUREAL R. CRUMP, CHARLES STAKELY, CHARLES W. ROSS and JAMES E. VICE, JR., as Members of the Recreation Board of the City of Montgomery; HENRY M. ANDREWS, as Superintendent of the Parks and Recreational Program for the City of Montgomery, Alabama,

Respondents.

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE FIFTH CIRCUIT

REPLY BRIEF FOR THE PETITIONERS

Certainly this litigation, begun in 1958, has a protracted history, but it is not ancient history. Although the respondent municipal officials contend that the petitioner's "dwell at length on the past practice of the City during the 1950's and 1960's,"[1] we should note that the motion for supplemental relief which gave rise to review in this Court was not even filed until the autumn of 1971,[2] little more than two years ago. Indeed, the City has in brief so forcefully applauded itself for its exemplary behavior that we should explore in more detail the record in this case.

1/ Respondents' Brief at 16 n. 17. Our count reveals only five paragraphs which arguably relate to pre-1970 facts, and the history of racial discrimination cases concerning the city, which we noted at page 19 n. 10, shows four new cases decided after 1970.

2/ Appendix at 10.

I.

On May 18, 1960, the District Court entered a formal order retaining jurisdiction of this case, as directed by the Court of Appeals, and continuing unchanged its prior judgment and injunction.3/ For over ten years following the decree's entry the plaintiffs filed no new requests with the District Court, preferring instead to give the decree time to work.4/

With the coming of a new decade the plaintiffs decided to review their situation in light of the city's changes in operation of recreational programs. In the original 1960 case Montgomery's blacks had succeeded in getting themselves

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3/ Appendix at 5.

4/ The sole docket entry after judgment and throughout the 1960's was an order closing the case without prejudice to reinstatement upon petition. Appendix at 5.

admitted to the city's parks. But after a decade they now discovered that the city had so restructured its recreational program that, though admitted to the parks, blacks were still effectively segregated from whites in all organized recreational activities.[5/] The technique for resegregation took an often-seen pattern: activities once carried on by the City had been wholly or partially transferred to private sponsorship, and whenever the City continued to manage a program, that program

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5/ The City, therefore, is quite truthful in asserting that "all Negroes . . . may readily use any recreational area throughout the City of Montgomery." Respondents' Brief at 27. But, like black school children admitted to white schools but kept in segregated classrooms, cf. Hobson v. Hansen, 269 F. Supp. 401 (D.C. D.C. 1967), app. dismissed, 393 U.S. 801 (1968), the petitioners want the right to participate fully as equals with whites.

became all-black while segregationist private groups conducted a parallel recreational program, on city property, for whites.[6/] Furthermore, the parks situated in black neighborhoods, those which blacks would be more likely to visit, had been given facilities grossly inferior to those provided in white neighborhoods.

The attorneys representing the plaintiffs-petitioners were therefore faced with three interrelated problems which called for three different legal approaches:

1) inequality of facilities -- a motion was filed in Gilmore requesting supplemental relief,[7/]

6/ The facts, discussed more fully below, come from the defendants' own depositions. These admissions are a part of the official court record in this case. The court may take judicial notice of its own records. See United States v. Pink, 315 U.S. 203, 216 (1942); National Fire Ins. Co. v. Thompson, 281 U.S. 331 (1930).

7/ Appendix at 6 (entry of 8/7/70).

2) complete turnover of recreational programs to private groups -- sue the offending YMCA in a separate action, allow it to continue to operate the programs but only on an integrated basis,[8]

3) partial takeover of recreational program by parallel white groups with resulting resegregation [academy football as well as other programs] -- file motion in Gilmore to ban use of public property to carry out the segregated groups' parallel recreational program.[9]

What the Court now sees, therefore, is not the isolated factual situation which the respondents present. The plan for improvement of black-area recreational facilities, which the city claimed it "voluntarily

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8/ Smith v. YMCA, 316 F. Supp. 899 (M.D. Ala. 1970), aff'd, 462 F. 2d 634 (5th Cir. 1972).

9/ This motion was the genesis of the decision now under review.

submitted,"[10] came after the petitioners had requested court intervention.[11] And what the City proclaims to be nothing more than an even-handed parceling out of its recreational facilities to any and all private groups is actually a heavy-handed system of segregating recreational programs on city property -- whites on the private teams, blacks on municipal teams or none at all.

10/ Respondents' Brief at 15.

11/ The Court had declared at pre-trial hearing that the plaintiffs "have made an extremely strong case of denial of equal protection." See Petitioner's [Principal] Brief at 85.

II.

This Court does not sit to decide abstract constitutional principles divorced from their factual settings. Cf. United States v. Johnson, 319 U.S. 302 (1943). That is why it is particularly important that the Court consider the entire recreational problem as it is revealed in both recent Gilmore motions and in Smith v. YMCA, supra,[12/] rather than focus on the narrow abstract principle of municipal provision of recreation facilities to private clubs. The evidence demonstrating the resegregation of the City's recreational program is staggeringly

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12/ The respondent municipality and officials were, of course, parties with the right to cross-examine witnesses in both Gilmore motions. Also, the City participated in the Smith v. YMCA case as amicus in support of the defendant YMCA.

massive.[13] It demonstrates again the deference which the Court of Appeals should have paid to the District Court with its intimate familiarity with this complex litigation and its interrelated facts.[14]

13/ The evidence disclosed in section A. below comes from the court findings in the YMCA case in which the City participated as amicus supporting the YMCA. See note 12 supra.

The remaining facts disclosed below come from the defendants' and their agents' depositions and the exhibits in this same Gilmore case as it was presented upon motion to require equalization of recreational facilities shortly before the present motion was filed. See page 5 ¶ 1, supra. This evidence was properly before the District Court to support its order herein because the Court may judicially note its records and because the defendants in their answer specifically raised the facts and settlement of the prior motion as a defense to the instant motion. Appendix at 46. That the records from the prior motion were properly before the Court is shown by the respondents' citation to their reports filed in accordance with the settlement of the prior motion. Respondents' Brief at 10 n. 6, 13 n. 10, 14 n. 11, 15 n. 13, and 26 n. 25.

14/ See Petitioners' [Principal] Brief at 19-23.

A. The Private Segregated YMCA-City of Montgomery Co-operative Recreational Efforts

Immediately upon taking office in 1959[15] Mayor Earl James appeared before the Montgomery Parks and Recreation Board and "requested that ... members of our staff and representatives of the YMCA meet in the mayor's office at the earliest possible date to review the agreement made with the YMCA in regard to a coordinated program."[16] A written agreement resulted from this meeting giving the segregated YMCA exclusive control of various recreational activities once operated by the City of Montgomery, yet the activities continued

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15/ Addendum pp.42a, 77a. Mayor James campaigned on a platform for an aggressive segregation effort in city facilities. Addendum 152a, (Plaintiffs' Exhibit 168,1970 Gilmore hearing).

16/ Addendum p. 137a, (Plaintiffs' Exhibit 28, 1970 Gilmore hearing).

to be conducted on City property with City aid.[17] The District Court, Judge Johnson, found that the "effect of this agreement has been the perpetuation of segregated recreational facilities and programs in the City of Montgomery".[18]

When changing conditions caused this YMCA - City agreement to be revised in 1965, Mayor James sent a letter, prepared for his signature by the General Secretary of the YMCA, to the Parks and Recreation staff and YMCA officials calling a meeting. The YMCA General Secretary wrote the Mayor, "I suggest that we do not include the Negro staff or Board Members".[19] Mayor James

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17/ Addendum pp. 5a-44a, 53a-69a, 125a-143a, 149a-151a, (James deposition pp. 47-85, Andrews deposition pp. 46-62, Plaintiffs' Exhibits 19, 22, 23, 24, 25, 27, 28, 29, 30, 43, 46, 1970 Gilmore hearing).

18/ Smith v. YMCA, 337 F. Supp. at 909.

19/ Addendum p. 131a, (Plaintiffs' Exhibit 24, 1970 Gilmore hearing).

testifed that he sent out the letter as instructed, that no Negroes were present, and that a revised agreement resulted.[20] The revised agreement[21] and its predecessor, the Mayor testified, had been "lived up to" by the City and the YMCA over "the past ten years".[22]

Under this revised agreement, dated November 8, 1965, the City granted the YMCA exclusive franchise of all city-wide swimming activities, control of elementary school football programs and numerous other recreational activities to be conducted on City property with City aid.[23] A city park,

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20/ Addendum pp. 21a-38a, (James deposition pp. 62-79).

21/ Addendum pp. 134a-136a, (Plaintiffs' Exhibit 27, 1970 Gilmore hearing).

22/ Addendum pp. 37a-38a, (James deposition pp. 78-79).

23/ Addendum pp. 134a-136a, (Exhibit 27, 1970 Gilmore hearing).

closed to avoid integration, was sold to the YMCA for the specified use as a "recreational facility" and if not so used, the property would revert to the City.[24] Mayor James became a member of the YMCA Board of Directors in 1964, and while a member, was responsible for reporting on YMCA-City co-ordinated recreational activities.[25] The extensive financial aid, use of City Recreation facilities, monopoly agreements, etc. granted the YMCA by the City of Montgomery is detailed by Judge Johnson in his opinion and order enjoining the segregated YMCA from refusing

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24/ Addendum pp. 125a-127a, 5a-8a, (Exhibit 19, 1970 Gilmore hearing), (James deposition pp. 46-49).

25/ Addendum pp. 7a-17a, 128a, (James desposition pp. 48-58), (Plaintiffs' Exhibit 22, 1970 Gilmore hearing).

to admit Negroes. He concluded:

> The YMCA has, therefore, been serving as a municipal, rather than private, agency in assisting the [Parks and Recreation] Board in providing recreational programs for the City of Montgomery.[26/]

Even in 1969 when the City of Montgomery planned swimming pools for its predominately Negro public housing projects, Mayor James contacted the YMCA to operate the facilities. The YMCA responded with a proposal whereby the Negro Cleveland Avenue Branch YMCA would operate the pools.[27/]

26/ Smith v. YMCA, 337 F. Supp. at 907.

27/ Addendum pp. 44a-49a, 138a-143a, (James deposition pp. 85-90, Plaintiffs' Exhibits 29, 30, 1970 Gilmore hearing).

B. The Segregated Dixie Youth Baseball - City of Montgomery Co-operative Youth Baseball Program

Prior to the City of Montgomery's closing its parks[28] in 1959, the City operated segregated Little League youth baseball programs using City-owned facilities. This white-only Little League was disbanded[29] and in 1962 a segregated private city-wide Dixie Youth baseball league was established[30] with a clause

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28/ "Parks", as used in this brief, refers to all City of Montgomery recreational facilities including city operated youth baseball diamonds, swimming pools, youth football fields, etc.

29/ Addendum pp. 94a, 55a-57a, (Brannon deposition p. 17), (Andrews deposition pp. 55-57).

30/ Addendum p. 103a, (Marshall deposition p. 14).

in its charter excluding Negroes.[31] This clause was dropped only recently "in order that our leagues, which did depend on municipal funds, could continue to operate".[32] Nevertheless, the boundaries of the several Dixie Youth leagues were not changed[33] and, according to the testimony of Montgomery's Athletic Supervisor Mr. Bozeman, "they have one or two black players in the league".[34] The City furnishes this segregated Dixie Youth league with ball fields, balls, bats, lights, mits and other aid.[35]

31/ Addendum p. 104a, (Marshall deposition p. 22).

32/ Addendum p. 104a, (Marshall deposition p. 22).

33/ Addendum pp. 100a-102a, (Marshall pp. 7-9).

34/ Addendum pp. 77a-78a, (Bozeman deposition pp. 20-21).

35/ Addendum pp. 74a-81a, 105a-110a, (Bozeman pp. 17-24, Marshall pp. 24-29).

Mr. Joe Marshall, head of the private Dixie Youth league, testified in the 1970 Gilmore case that a "happy relationship" existed between his organization and the City.[36/]

While this happy relationship prospered during the last eleven years, the City in 1963 established a Negro Little League under the direction of Mr. Brannon, a Negro recreation supervisor. The same age youth are served as in the white Dixie Youth program.[37/] Mr. Brannon testified that the City instructed him to establish the Little League "on a city-wide basis" but it doesn't in fact cover the greater Montgomery area because "it is a matter of

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36/ Addendum pp. 109a-110a (Marshall deposition pp. 28-29).

37/ Addendum pp. 82a-83a, 87a-93a, 120a-125a, (Bozeman deposition pp. 25-26, Brannon deposition pp. 5-11, Exhibits 5, 7, 8, 9, 10).

solicitation".[38]

C. Segregated Babe-Ruth Baseball Leagues

This same arrangement of dual private (for whites) and public (for Negroes) baseball leagues was also established, and still flourishes, for teenage youth. There is a private predominately white Babe-Ruth league and a public Negro Babe-Ruth league, both using City-provided parks, equipment, etc.[39] City Athletic Supervisor, Mr. Bozeman, designated the race of all the youth baseball leagues on plaintiff's (petitioner's) exhibit 40 at the 1970 Gilmore hearing.[40] It should be clear beyond peradventure that

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38/ Addendum p. 98a, (Brannon deposition p. 27).

39/ Addendum pp. 74a-77a, 144a-147a, (Bozeman deposition pp. 17-20, Plaintiffs' exhibits 32 and 39, 1970 Gilmore hearing).

40/ Addendum p. 148a, (Plaintiffs' Exhibit 40, 1970 Gilmore hearing).

up to and including the time of this hearing before the District Court, the City of Montgomery maintained virtual segregation of the races in its youth baseball programs by resorting to private segregated groups.

D. The Private Segregated Church and Civic Club - City of Montgomery Co-operative Recreation Programs

Another phase of the Montgomery recreational activities that has remained separate and segregated since the City vowed in 1958 that it would not "integrate its parks" is the church and civic club softball leagues.

The civic club softball leagues were assigned to the segregated YMCA to co-ordinate. The YMCA - City agreement states, "Civic Club Softball is under joint sponsorship. The Y.M.C.A. will provide administration and supervision, the Recreation

Department will provide the facilities".[41] These segregated civic clubs operated a full-scale competitive softball season using City facilities during the year the District Court held Gilmore hearings.

Separate segregated church softball leagues were established and existed at the time of the 1970 Gilmore hearing.[42] The City provides balls, equipment, fields, electricity, etc. at no charge and the church groups furnish the schedules. No white churches furnish teams to the City-employed Negro head of the Negro church softball league,[43] and only white church

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41/ Addendum p. 136a (Plaintiffs' Exhibit 27, page 3, 1970 Gilmore hearing).

42/ Addendum pp. 83a-84a, (Bozeman deposition pp 26-27).

43/ Addendum pp. 96a-97a, (Brannon pp. 19-20). The City does not passively sit while teams use the park fields, but rather actively participates in scheduling games for the all-white leagues.

teams play each other on City fields.[44/]

The pattern and practice of the City of Montgomery's using private groups, clubs, and churches to avoid integrating personal-contact sports of its recreation programs was established fully in the record that was before the District Court and is now before this Court.[45/] It is these group-type activities the District Court sought to enjoin and not individual participation by a citizen who might be a member

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44/ Addendum p. 84a, (Bozeman deposition p. 27).

45/ The timing of the switch-over from city leagues to the combination city leagues and private-leagues-on-city-property reinforces the District Court's conclusion. Not only is the effect to resegregate the park programs but it comes at a time when the city was under its original 1960 Gilmore mandate to end discrimination in its parks. Cf. Wright v. Council of City of Emporia, 407 U.S. 451, 465-66, (1972).

of one of these segregated groups and who might walk alone through a city park.46/

46/ The same considerations which we urged in our principal brief for distinguishing individual from school activity apply with equal vigor to clubs.

If the Court should find merit in the exclusive-use rationale as it applies to private schools, the doctrine would not save the City on its cooperative venture with private clubs. The use is exclusive, like football fields' use, to the extent that use by others is foreclosed. See Addendum p. 84aa ("Now, if there is a scheduled game already going on, I say 'No, it is filled tonight'"., Bozeman deposition p. 55); and Addendum pp. 116a-117a ("A field can accommodate so many teams.", McKeen deposition pp. 19-20).

III.

The previous sections of this reply brief have focused on the issue of the inclusion of private clubs in the District Court's relief decree. The other issue on review here, the Fifth Circuit's "exclusive use" test as applied to aid to segregationist academies, also deserves some short attention in reply.

The respondents argue in favor of the Fifth Circuit's position by raising the spectre of wholesale exclusion of all private school groups from public facilities and functions throughout the nation.47/

47/ The argument of the petitioners would prohibit a group of private school children from being admitted, during school hours, to the audience in this Court. Would petitioners also restrict a group of students from an all-white private school from the Smithsonian Institute, the Library of Congress or from field trips to the Washington Monument or Lincoln Memorial?
Respondent's Brief at 38.

That is quite clearly a bogus issue and a contrivance. The petitioners and the District Court strictly limit their position to cover only organized school activities dealing with recreational programs, and the only situation before the Court is that of recreation. The District Court carefully found that city provision of recreational facilities conferred benefits on the segregationist academies, and recreation is certainly a normal part of most schools' regular program of learning and instruction which they may provide on their own grounds. Whether field trips to public monuments or museums involve similar aid to private institutions is problematical, but in any event such situations must survive or fall on its own merits if litigated.

Another, and closing, observation about the exclusive use test is also

necessary. The test is an apparent attempt to identify, roughly, those activities which are not aid to segregation in the sense that the school groups could or would have participated in such activities even had they not been racially exclusive. Also there seems to be the feeling that any non-exclusive use, using two tennis courts or swings when ten are available, really does not harm blacks because there are still other courts or swings for blacks to use.

These feelings do not justify the "exclusive use" test and wholly miss the point of the evil of state aid to segregated schools. Even segregated schools' use of football fields, which the Fifth Circuit disapproved, is not an exclusive use in the sense that other dates are available for use. Furthermore, no blacks were shown to desire to use football fields only to be turned away because

white schools were using the fields. The evil is the attractiveness which provision of recreational facilities gives to the white-flight academy and the economy which it confers on the school's operating and capital budgets.

The Fifth Circuit's test really asks us to participate in a statistical guessing game as to the possibility that any particular use is exclusive. Use of one football field is exclusive says the Court of Appeals; use of one swing set when ten are available is presumably non-exclusive because the private school pupil participates "in common" with all park visitors and no one is left without a swing. Use of one tennis court out of ten is presumably non-exclusive; what about use of a football field when three fields are available? The guess as to the percentage of the use's support inuring to the school

and the percentage inuring to the pupil individually is exactly the kind of statistical guesswork ruled out in Norwood v. Harrison, 37 L.Ed. 2d 723, 732 (1973), quoting Poindexter v. Louisiana Financial Assistance Commission, 275 F.Supp. 833, 854 (E.D. La. 1967).

The District Court's decree adequately protects individual use of public recreational facilities by focusing its prohibitions only on school group activities. The petitioners' principal brief takes the same position. Petitioners' Brief at 23-32. No private rights of association are at issue, for there is no private right to participate in the public largess or to receive municipal aid to accomplish an unconstitutional result. Norwood v. Harrison, 37 L.Ed. 2d 723 (1973).

CONCLUSION

The City of Montgomery continues to run its recreational facilities and progra in a manner which effectively maintains segregation of the races -- private club and church teams operate all-white progra on city property with city cooperation while the city also maintains parallel municipal programs for blacks. Contrary to the respondents' assertion[48/] that blacks, having gotten themselves admitted to city parks, now want to exclude certai white groups, that is not the petitioners' goal. We seek what we sought in 1958 -- an end to segregation in whatever form and by whatever evasive schemes.[49/]

48/ Respondents' Brief at 17.

49/ Cf. note 45 supra.

Respectfully submitted,

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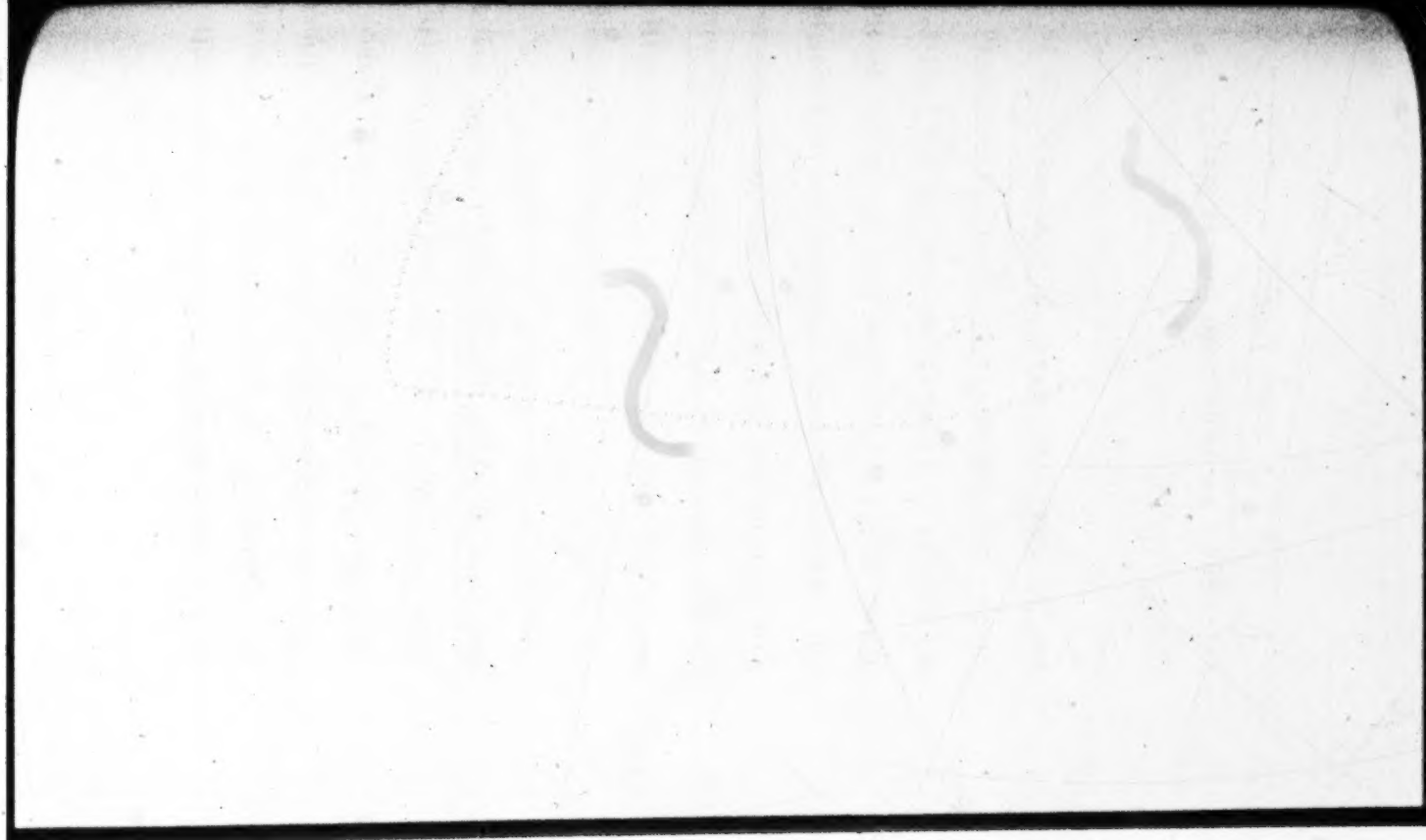

ADDENDUM

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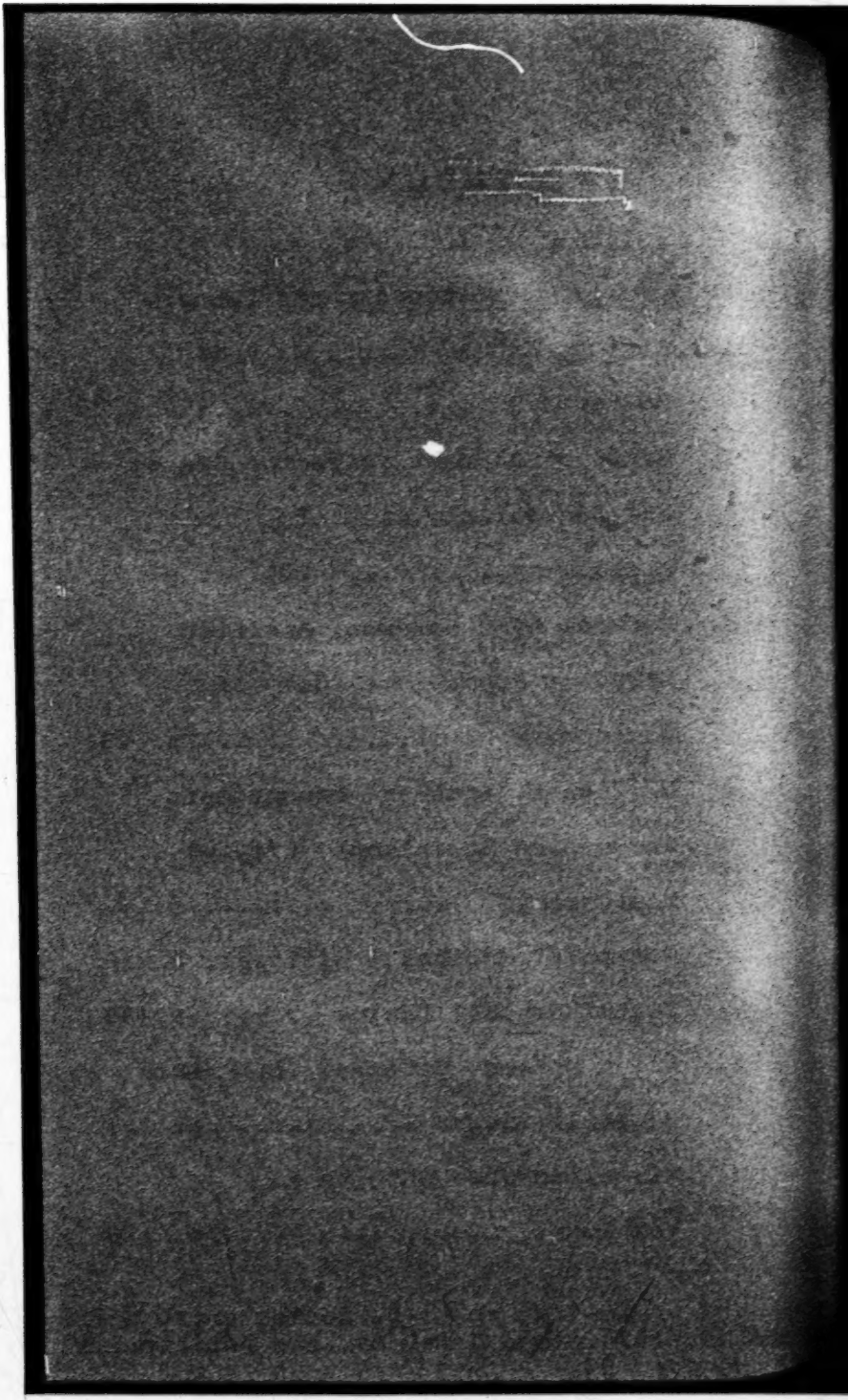
1a/ Appendix, pp. 7-8, docket entry October 9 and 29, 1970. See Brief for the Petitioners, Addendum, p. 84.



IN THE UNITED STATES DISTRICT COURT

FOR THE MIDDLE DISTRICT OF ALABAMA

NORTHERN DIVISION

GEORGIA THERESA GILMORE,
et al,

Plaintiffs

vs.

CITY OF MONTGOMERY, ALABAMA,
et al,

Defendants

CIVIL ACTION

NO. 1490-N

DEPOSITION OF MAYOR EARL D. JAMES,

taken pursuant to notice and subpoena duces tecum on behalf of the Plaintiffs, in Room 207, United States Post Office and Court House Building, Montgomery, Alabama, before Christine Wilcox, Reporter and Notary Public for the State of Alabama at Large, on Thursday, September 17, 1970, commencing at 9:45 P.M.

APPEARANCES

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DRAYTON N. HAMILTON, Esq., Hinson and Hamilton, 26 South Perry Street, Montgomery, Alabama, Attorneys for the Defendants.

STIPULATION

It is stipulated and agreed by and between counsel representing the parties that the deposition of MAYOR EARL D. JAMES may be taken before Christine Wilcox, Reporter and Notary Public for the State of Alabama at Large, without the formality of a commission; and all formality with respect to other procedural requirements is waived; that objections to questions, other than objections as to the form of the question, need not be made at this time, but may be offered in evidence or used for any other purpose by either party, as provided by the Federal Rules of Civil Procedure.

It is further stipulated and agreed that the signature of the witness to this deposition is hereby waived by all

parties and witness.

MR. PHELPS: Under the Federal Rules of Civil Procedure, you can read this and sign it, before it is filed, or you can waive that. By reading it and signing it, you are just being sure that she got it all down right. We are going to read it and be sure it is all correct, so I can advise you, if you would, to waive signature.

MAYOR JAMES: I will waive.

MAYOR EARL D. JAMES, of lawful age, having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

BY MR. DEES:

Q Would you state your name for the record, please?

A Mayor Earl D. James.

Q Mayor James, you are Mayor of the City of Montgomery?

A That is correct.

Q And for the record, you are white?

A That is correct.

Q The record can't see. Now, Mayor James, how long have you held this position?

A Mr. Andrews would have to answer that for you.

Q You don't have any knowledge of it?

A No, I do not.

Q All right. Mr. Mayor, I believe you ran for office in 1958, you said?

A I took office in '59.

Q In '59; but you ran in 1958?

A No, I would have been running in '59; I believe this is correct.

MR. HAMILTON: You run in the Spring, and take office in October.

MR. DEES: All right; all right.

MR. HAMILTON: Whatever year that was.

A It was '59.

Q All right, '59. Well, then, you were a citizen of Montgomery during 1958, then, were you not?

A Since 1922.

Q '22. And you were very aware of what was going on in politics and City government, and things of that nature?

A In 1958?

Q Yes, sir.

A In 1958, I was operating Earl James Cleaners, and trying to pay it out of debt.

deeded to the YMCA?

A This is correct.

Q I show you two documents --

MR. DEES: Let's mark them "19" and "20".

(At this time, the Reporter marks documents, "Plfs' 19" and "Plfs' 20"; said exhibits are attached to the back of this deposition and made a part hereof.)

Q Now, Mayor, would you identify, if you would, Plaintiffs' Exhibit No. 19?

. . . Witness examines document . . .

Q I don't really, you know, care that you have to explain anything in it, but just what that Resolution is, is mainly what I want to know.

A This is a Resolution, whereby the City of Montgomery sold to the YMCA this piece of property that had been closed for the YMCA, at an appraised price, I think, of eighteen thousand dollars.

Q Now, that -- excuse me, I didn't mean to interrupt you.

A I said, the best I remember, eighteen thousand dollars, which was the appraised price on it.

Q Now, look at Exhibit No. 20.

. . . Witness examines document . . .

A This is a document relating to the same, which states that if they hadn't constructed the building in so many years, that the City had the right to retain the property.

Q Now, let's identify this piece of property. I believe this is the Perry Street --

A (Interrupting) Perry Street.

Q (Continuing) -- park, closed by order of the City Commission, is that correct, sir?

A This is one I am assuming that was closed.

Q All right. I think the record would show that. Now -- and this Resolution -- which you were on the City Commission when it was passed, is that right?

A That is correct.

Q Was dated -- this doesn't carry a date. It says, "Published in the Alabama Journal, February 18, 1961," and this particular one has no signature on it, that I have here, Mr. Hamilton. I assume this particular one, this Resolution was signed by you, ultimately. There is no other date, other than it says, "1961".

A Or else it had been certified by the City Clerk, one.

Q All right.

MR. HAMILTON: Just an oversight. That is the certification of the Clerk. This is an official record.

MR. DEES: Official record as of 1961.

Q (By Mr. Dees) All right, now. You were in office then; are you familiar with the clause in this agreement that states if the YMCA -- that first of all, that says that this property, after it is sold to the YMCA shall be devoted to use of the Young Men's Christian Association in construction and operation of athletic, health and recreational and religious facilities; are you familiar with that clause in it?

A That is correct.

Q What reason did the City, that you know, or what reason did you have for insisting that that clause be put in this agreement?

A This is the normal operation of the YMCA.

Q Did the YMCA, in fact, build the structure there, subsequant to their purchase of the property?

A I am sure they did.

Q Well, I believe you go to Board meetings there, or have gone to Board meetings there; that is the Central "Y", isn't it?

A I used to be on the Board of Directors.

Q All right. And you attended them there at Central "Y"?

A Yes.

Q And that is the location of this piece of property?

A That is correct; yes.

Q All right.

A I thought you had reference, did they build it before the time limit of three years was over.

Q Now, had they built something other than a recreational facility there, I assume the City could have taken the property back, couldn't it?

A That would have to be for the legal interpretation of the lawyers, in regards to this.

Q Was it your layman's understanding that that was the intent of this whole thing?

A That is correct.

Q All right. Now, Mayor, I believe you were on the Board of Directors of the YMCA from 1964 to June of 1967, were you not?

A (Nods head affirmatively) I resigned because I didn't have time to attend the meetings.

Q All right. Now, during this period of time, you were familiar with -- while you were on the Board, and the

meetings you did attend, in your common knowledge of the YMCA being an integral part of Montgomery, you are familiar with the fact that it had four branches in Montgomery? It had -- I will name them for you -- the Cleveland Branch --

A (Interrupting) I don't recall, at that time, whether there were four or not.

Q From '64 to '67, during this period of time.

A (No response)

Q Now, we can establish that --

A (Interrupting) Yes.

Q (Continuing) -- with another witness. But you are aware of the fact that there was a Cleveland Branch of the YMCA --

A (Interrupting) Yes.

Q (Continuing) -- and during the time that you were on the Board of Directors, that was a predominantly black branch?

A That is true.

Q And that there was a Central and a South and an East Branch, and that they were predominantly white branches?

A I don't even recall whether there was a South or Central at that time.

Q From '64 to '67, when you were on the Board?

A Yes.

Q You don't even remember that you went up there to Board meetings --

A (Interrupting) I went to the Board meetings at the Central.

Q That is right. When you were on the Board, the Central Branch existed?

A That is correct.

Q All right. I am talking about the time -- not the time of the property deal, I am talking about the time you were on the Board, '64 to 1967, there was a Central Branch?

A That is true.

Q And an East and a South Branch?

A The East you refer to is the one out in the Capitol Heights area?

Q That is right.

A Yes, this is true.

Q That is right. All right, now. And these three branches, East, South and Central, were predominantly white branches?

A This is true.

Q All right. Now, you are also familiar with the fact that the YMCA, at its various branches, operated

swimming pools?

A I know they had one at Cleveland, and -- well, I knew they had one at all three. I never even did know whether there was one at the Central "Y", if you want to know the truth.

Q But you have found out that there is one there, have you not, sir?

A Yes.

Q And it has been there since it has been built, hasn't it?

A Apparently it has.

Q Yes, sir; all right. And out in your neighborhood, where you live in Capitol Heights, there is a YMCA branch, and that is the East Branch, and it has a swimming pool there, with it?

A That is correct.

Q And then, there is, in fact, a Southeast Branch by Dunnelly School, which is mainly a swimming pool; that is all it is, isn't it?

A That is correct.

Q All right, now. Now, were you familiar with the fact that the time that you were on this Board of the YMCA, '64 to '67, that the question of a compliance form came up

with the United Appeal, in terms of money collected from several installations, and that the YMCA, the Central Board, refused to sign this compliance form for racial equality?

A I wasn't familiar with it.

Q You never heard about this compliance form?

A Not at the time I was on the Board.

Q Never heard about it?

A It could have been.

Q Are you familiar with the fact that the Central Board has refused to sign, up until 1969, the racial compliance form of the United Appeal, that they operate an integrated facility; you are familiar with that fact, aren't you?

A I am not familiar with that fact.

Q Never heard about it, before?

A I am not familiar with that fact.

Q And at the time you were on the Board in 1964 to 1967, did you ever learn, directly or indirectly, from anybody, that the YMCA of Montgomery refused to make its contribution to the National YMCA because the National YMCA required a racially integrated program; are you familiar with that fact?

A It wasn't discussed at any Board meetings that I can recall, that I went to, Mr. Dees.

Q Well, did you -- well, put it this way, Mr. Mayor,

the Board meetings that you went to, did the YMCA talk about, let's say, building a Negro camp, for example; let's just say they already have a white camp, and they want to build a Negro camp?

A The majority of times that I went to Board meetings, they were discussing some ways to raise money.

Q But you did go to the Board --

A (Interrupting) Yes, I went; not too many.

MR. PHELPS: Off the record. We are going to object to these questions about the YMCA. I think that is getting into another lawsuit that has already been litigated. We don't object to your asking the Mayor about his functions as far as the City of Montgomery is concerned, but it is unduly lengthening this deposition, going into another lawsuit.

MR. DEES: Well, I state for the record, the Court has found an integral relationship between the City and the YMCA. And we note your objection, and I do want to ask some questions, because --

MR. PHELPS: (Interrupting) I didn't instruct him not to answer the questions, but it looks like

to me we are unduly lengthening this deposition, going into irrelevant matters.

MR. DEES: Well, it may be irrelevant to you, but unfortunately, it was borne by the City and the "Y", and we want to go into it.

Q (By Mr. Dees) Now, Mr. Mayor -- excuse me just a minute.

(At this time, the Reporter marks document, "Plfs' Ex 21"; said exhibit is attached to the back of this deposition and made a part hereof.)

Q Mr. Mayor, I show you a document, here, that purports to be the Minutes of the Board of Directors of the YMCA, January -- would you read the date, up there, on it?

A (Reading) "January 18, 1965."

Q And that is Plaintiffs' Exhibit 21. Now, is your name listed there?

A My name is listed.

Q Is listed as being in attendance there?

A (Reading) "The meeting was called to order by the President, Mr. Carl Dear, and the opening prayer was given by Dr. McDavid. The following were present" -- and my name is

there.

Q All right, now. Let me -- it states on this document that it is the Minutes of the Board of Directors of the City-wide YMCA. All right, now, would you read -- I believe this is the order of business that happened, and would you read item number six?

A (Reading) "Mr. Thompson advised that Dr. Parker had been asked to give study to the possibility of a Negro camp site. Suggested locations include the Negro area designated by the Alabama Power Company on Lake Martin; Waugh Community; and Madison Park.

"The Mayor inquired as to the potential interest of the YMCA for a site under the Urban Renewal program in West Montgomery. No action was taken."

Q All right. And now, read the next item.

A (Reading) "Items VII, VII and IX on the Building Study Report were presented to the Board without action taken."

Q No, I am talking about right here (indicates).

A I just said that.

Q So, in other words, you followed Mr. Thompson and inquired of the interest of the YMCA?

A That is right.

Q I see. Now, what was your reason for presenting,

requesting or -- there at the YMCA Board meeting, to see if they were interested in a recreational facility in West Montgomery?

A Mr. Dees, I don't recall, right at the present time, unless there was a possibility of some Urban Renewal that was going to be in that particular area.

Q Now, where -- what is West Montgomery, is that out around Washington Park?

A That is in the Washington Park area.

Q A predominantly black area?

A The Washington Park area, where the Western Hills Urban Renewal site is taking place -- it could have been.

MR. DEES: Mark this, right here.

(At this time, the Reporter marks document, "Plfs' Ex 22"; said exhibit is attached to the back of this deposition and made a part hereof.)

Q Mr. Mayor, have you -- when you were on the Board of Directors at the YMCA, was one of your responsibilities giving the City Recreation Report?

A I don't recall, Mr. Dees.

Q Well, let me show you Plaintiffs' Exhibit No. 22,

and read up at the top, what this is, what this says.

A (Reading) "Roll Call and Minutes. Earle Kitchon accepted our invitation to Board membership, but already had a commitment for today. Report on -- "

Q (Interrupting) That is the YMCA Board. Let me interrupt you --

A (Interrupting) "Board of Directors", it says. It doesn't say what the Board was.

Q All right. Just read on.

A (Reading) "Joel is out with an infected foot, following the removal of a toenail. Number one, Financial Report, Charles Kohn; Building Fund Collections, Gus Dozier; United Appeal Report and Request, Frank McGough; City Recreation Report, Mayor Earl James -- "

Q (Interrupting) Stop right there. All right, now, do you remember giving this report to these gentlemen, the City Recreation Report?

A I am sure if it is on there, I did.

Q And what would be the nature of your report?

A I would report on the activities of the Recreation Department, through information that I had received from Mr. Andrews.

Q In fact, Mayor James, you took the position, did you

not, on the Board, of emphasizing and encouraging coordinated efforts between the YMCA and the City of Montgomery?

A Absolutely.

Q So, this --

MR. DEES: Let's mark this document, right here, now, as Plaintiffs' Exhibit 23.

(At this time, the Reporter marks document, "Plfs' 23"; said exhibit is attached to the back of this deposition and made a part hereof.)

Q I will show you Plaintiffs' Exhibit 23, which states at the top it is the Minutes of the Board of Directors of the YMCA, March 2, 1966, and are you in attendance at that meeting?

. . . Witness examines document . . .

A It shows here that I was.

Q All right. Now, let's turn to Page 2, here, and read this into the record, right here, this sentance (indicates).

A (Reading) "A discussion of the City and the YMCA and the possibility of a combined effort in this area."

Q But your name is in there; read your name.

A Yes. (Reading) "In which Mr. James emphasized the value of the coordinated efforts of the City and the YMCA, and the possibility of a combined effort in this area."

Q So, then, you actively encouraged, while you were on the Board, the YMCA having combined efforts in cooperation with the City of Montgomery?

A Not only the YMCA -- the Boys' Clubs, and all the others.

Q Were you on the Board of Directors of the Boys' Club?

A I was not.

Q Did you enter into any kind of a written agreement with the Boys' Club, which sets out and specifies all the combined activities?

A In the coordinated program for the overall, the Boys' Club was taken into consideration.

Q But that coordinated program you are talking about was the one that was negotiated between the YMCA and the City of Montgomery, was it not?

A Yes, but the best I remember, the Boys' Club was included in it, as to what activities they would be responsible for, and what activities the YMCA would be responsible for, and --

Q (Interrupting) Well, I see. Mayor, let's bear with me just a minute, here. I show you this document, right here, and ask you if you recognize this document; has it been

called to your attention -- and I obtained this from Mr. Andrews on his YMCA deposition.

. . . Witness examines document . . .

A This is correct.

MR. DEES: Let's mark this document, here, as Plaintiffs' Exhibit No. 24.

(At this time, the Reporter marks document, "Plfs' Ex 24"; said exhibit is attached to the back of this deposition and made a part hereof.)

Q Now, Mr. Mayor, would you identify -- tell us what that is?

. . . Witness examines document . . .

A There were some disturbances going on between the YMCA and the City Recreation Department in regards to duplication of efforts pertaining to the children that we were trying to reach in our various recreational programs. As best I recall, at that particular time, the Recreation Department and the YMCA, both, were dealing in the Pee-Wee football groups, and ones of that nature in the elementary schools.

It was causing a lot of confusion in the minds of

the children. They would be playing on one team, and then, the YMCA would come along, and vice-versa the City, and then, they would jump over to the other team.

And so, in order to coordinate the whole program, we had a meeting to resolve just exactly as to what the responibility would be to the YMCA, and the responsibility to the Recreation Department.

Q Now, this letter, I believe, right here, says, "Rough draft," but you actually signed it and sent it?

A This is true.

Q And that is sent to the people designated there at the top?

A That was sent to the ones at the YMCA that Mr. Chandler advised me to send to.

Q And Mr. Chandler, in fact, even wrote this letter for you to write, didn't he?

A That is true.

Q All right. And this second sheet, he also sent that along with the letter, which you didn't send out, but he also sent this sheet along with it, didn't he, telling you who you ought to have on this committee?

A Now, whether he sent this to me or not, Mr. Morris Dees, I don't know.

Q Well, Mr. Andrews furnished it to me. I --

A (Interrupting) Now, this has been brought to my attention since that time, but I do not recall of ever receiving any information of this nature. This did not go out on my letter.

Q I realize that. Your letter is the first page of this document?

A Yes.

Q And I got this from Mr. Andrews, these two pages stapled together.

A But my letter did not include that. My letter included simply that (indicates), and I sent them to the ones that Mr. Chandler suggested I mail them to.

Q And Mr. Chandler, the people that he suggested were the people that are listed on this second sheet?

A This is correct; this is correct.

Q So, you followed his instructions, then?

A This is correct, because the YMCA was involved in it, and I felt like he should names the ones from the YMCA to attend the meeting.

Q All right. So, in other words, Mr. Chandler furnished you with a list of individuals that would attend this meeting that ultimately resulted in the revised cooperative

City-YMCA agreement?

A That is true.

Q And you followed the instructions that Mr. Chandler sent?

A That is true.

Q And you read, down there, where he said, "I suggest that we do not include the Negro staff members"?

A As I stated before, I do not recall receiving a memo along this particular line, where you make mention about not sending it.

Q But you followed all the instructions on this memo, at least, above this line that says, "No Negro staff members," did you?

A I sent the letters to the ones he said for me to deliver letters to.

Q All right. And you did not send any letters, to your knowledge, to the black YMCA leader, and any other black people?

A I sent the letter only to those that he told me to send them to.

Q And they were all white?

A Which represented his people.

Q And they were all white?

A As to whether or not they all were, I don't recall.

Q Well, you subsequently attended this meeting, when these people got together?

A The best I recall, I did, the first meeting.

Q Well, were there any black people there?

A I don't think there was.

Q All right; that is fine. And those that came, came at your request, because of your letter?

A That is right. And I am sure the YMCA followed up on it, too.

Q Now, you were familiar, Mr. Mayor, that in 1958, are you not, actually put together in 1959, that there had been a YMCA-City cooperation agreement, in writing?

A In '58?

Q No, in '59. Well, prior to this agreement that you all met together in '65 to revise, you all were revising an old agreement, were you not, sir?

A I don't recall whether or not it was prior to my coming with the City, or not, Mr. Dees; it could have been.

Q Let me --

A (Interrupting) It seems to me like Reverend Armstrong chaired one of those meetings, pertaining to the organization of the responsibilities. I am sorry, I can't remember.

Q Yes, sir.

(At this time, the Reporter marks document, "Plfs' Ex 25"; said exhibit is attached to the back of this deposition and made a part hereof.)

Q I show you what purports to be the Minutes of the Board of Recreation of the City of Montgomery for 1958, the Parks and Recreation Board, and I notice it may have been a few days before you took office, and I understand that we are going to get these Minutes from Mr. Hamilton, but --

A (Interrupting) That is approximately a year before I took office.

Q Right. Now, would you read for the record this paragraph that is designated "YMCA"?

A (Reading) "Mr. Hope reported on a meeting with representatives of the YMCA. Copies of a proposed agreement, as prepared by Mr. Bev Laws, were distributed to Board members, along with a separate sheet with a recommended change in item seven of the agreement. A motion was made, seconded and carried, that this proposed agreement, with the suggested amendment in item seven, be accepted, provided the proposed amendment is approved by the YMCA."

Q All right, now. And then, in 1965, you sent this letter out that you said Mr. Chandler drafted for you, calling a meeting for November the 9th, and you sent it to the Parks and Recreation Board, the City of Montgomery, all Parks and Recreation Board personnel, Community Center Board Chairmen, YMCA personnel, YMCA Branch Chairmen; now, did you -- are any of these people, here, connected with the Boys' Club --

A (Interrupting) None --

Q (Continuing) -- or any other civic organization?

A None.

Q All right. But this agreement that you said resulted from this particular thing, you said also covered the Boys' Club?

A I think it has, since that time, Norris. At this particular time, it did not. But the best I remember, it is either in writing or a mutual agreement that they do have an agreement with the Boys' Club.

Q But you don't know about any written agreement that has persisted over the past ten years?

A The one is predominantly just the YMCA and the City, here.

Q Just the YMCA and the City.

A The one we are speaking of here.

Q All right.

(At this time, the Reporter marks document, "Plfs' Ex 26"; said exhibit is attached to the back of this deposition and made a part hereof.)

Q Now, I show you Plaintiffs' Exhibit No. 26, and ask you if you will identify this document?

. . . Witness examines document . . .

A This is the proposed agreement between the YMCA and the City Recreation Department.

Q And what is the date on that -- is that a letter to you from --

A (Interrupting) This is a letter from Mr. Chandler to me, dated August the 20th, 1965.

Q And you received that letter from Mr. Chandler prior to calling these people together, right here, because this is a November 9th meeting. So, you got this from Mr. Chandler before you -- Mr. Chandler, who is Director of the YMCA, is that not correct?

A This is true.

Q All right, now. And you got this prior to the time of calling these people together to discuss the agreement --

you got the proposed agreement to look at?

A I don't recall.

Q Well, this letter is dated August 20th, '65.

A Well, when did this letter -- what was the date on it?

Q This letter, right here, calls for a meeting of November 9th, and you probably sent it out a week or two before the meeting; you wouldn't have sent it out six months before.

MR. HAMILTON: What year is that, Morris?

MR. DEES: Sixty--- I think '65.

MR. HAMILTON: Has it got a date on it?

MR. DEES: Well, you can furnish me with the original letter; that will be fine.

MR. PHELPS: Do you have a date on that one?

MR. DEES: No; no date. It is in the YMCA Minutes. I can tie it up as to the Minutes.

A Apparently, this is suggested, because this is the way it is worded here.

Q All right. That was suggested?

A Yes.

Q The point I am trying to make, Mayor, without having to go through the Minutes of all these organizations, you had had some conversations, evidently, with Mr. Chandler, or with

people, and he sent you a copy of a suggested agreement on August the 20th, 1965?

A According to this, yes.

Q And that is the revised agreement of the one previously in existence?

A I am assuming it must be.

Q All right.

MR. PHELPS: Now, what is the date on that letter?

MR. DEES: August 20, 1965.

A I don't recall the first agreement; it must have been prior to my taking office.

MR. DEES: Have you got the letter there, of this agreement, Joe?

MR. PHELPS: I have got what you introduced in that other deposition.

MR. DEES: All right; I see.

Q All right, now, Mr. Mayor, so we can tie these things together, you wrote a letter that called for a meeting on November 9th, of all the YMCA officials to look over this agreement. Now, you didn't send this letter out before you got this letter from Chandler, sending you the suggested agreement, did you, sir?

A According to this, not.

Q All right. So then, the purpose of this meeting, then, was to call these various YMCA and City officials together to discuss the proposed agreement?

A This is true.

Q All right. Now, I show you --

MR. DEES: Let's mark this.

(At this time, the Reporter marks document, "Plfs' Ex 27"; said exhibit is attached to the back of this deposition and made a part hereof.)

Q Now, Mayor, did a written agreement result from this meeting, which was the result of the combined efforts of the YMCA and City officials meeting together; did a cooperative agreement and committee result?

A I am sure it did.

Q Now, I will show you Plaintiffs' Exhibit No. 27, and ask you is that not a copy -- and you can look at the back page, it has a date on it -- of that final agreement?

. . . Witness examines document . . .

A What was the date on the suggested agreement?

Q August the twenty--- August the 20th, 1965.

A There was one in November, though.

Q November the 9th was when you called everybody together.

A Well, this is dated November the 8th.

Q Well, I assume that that was the agreement that was presented when everybody got together there, is that not correct?

A Mr. Dees, I don't know.

Q Mr. Hamilton, the City Attorney might be very familiar with this document?

A Probably Mr. Andrews could collaborate on either one -- in all probability, it is.

Q You don't know of any other agreement --

A (Interrupting) No, I do not.

Q (Continuing) -- with the "Y"?

A No, I do not.

MR. HAMILTON: I am not familiar with that.

MR. DEES: Well, we will tie it in with Mr. Andrews.

Q Now, this agreement, this document you are holding, Plaintiffs' Exhibit No. 27 --

MR. HAMILTON: (Interrupting) I don't think that is an agreement, if I may say so. That says, "Objectives", up there.

MR. DEES: All right.

Q Well, this document, Plaintiffs' Exhibit No. 27, then, as far as you know, this is the latest written document between the City and the YMCA?

. . . Witness examines document . . .

A I think Mr. Andrews would be in a better position to answer that, Mr. Dees, than I would. I don't know whether there is any other agreement since that time or not.

MR. DEES: Mr. Andrews, since you are in the room, and to just save a little time, would you just look at this? You are one of the parties in the lawsuit. See if that is not -- I got that from you -- the final agreement.

MR. PHELPS: Let me ask you something, while he is looking at that. This Plaintiffs' Exhibit 26, does this purport to be a copy of what Mayor James received from Mr. Chandler?

MR. DEES: Yes. I got it from Mr. Andrews.

MR. PHELPS: You have got it "Plaintiffs' Exhibit 26; is your statement to this record of Mr. Andrews?

MR. DEES: Yes, let him see how it looks, and if this could have come from Mr. Chandler. This came from Mr. Chandler's files.

MR. PHELPS: Let's get this on the record.

MR. ANDREWS: Let's get that on the record, because it is not on the record; right.

MR. PHELPS: Well, then, you don't purport to put in this record this pencilled-in portion of the attachment to Plaintiffs' Exhibit 26?

MR. DEES: No, nothing but the original -- no, nothing but the written material.

MR. PHELPS: Written material -- you mean, the typed --

MR. DEES: (Interrupting) The typed material, yes. I did receive that from Mr. Andrews, and I will show you where I got it. That is a blind copy to the Mayor, with the original -- that is not a blind copy, but that is a letter to the Mayor, which there was a blind copy of a similar letter to Mr. Andrews.

MR. HAMILTON: Who put all that pencil scratching on it?

MR. DEES: I assume that is Bill Chandler. We will submit the document without the scratching. Mr. Andrews, you were looking at a document there, and for the help of the deposition, now, do you recognize that as the last written document between the YMCA and the City of

Montgomery?

. . . Mr. Andrews examines document . . .

MR. ANDREWS: I think it is identical; I think it is.

MR. DEES: Okay. So, to your knowledge, Mr. Andrews - I am talking to Mr. Henry Andrews, who is a party in this suit -- this document, "Plaintiff's Exhibit 27," then, is the last written document, to your knowledge?

MR. ANDREWS: (Nods head affirmatively)

MR. DEES: And you are answering "yes"?

MR. ANDREWS: Yes, sir.

MR. DEES: Thank you, sir.

Q (By Mr. Dees) Mr. Mayor, we were talking about that early agreement with the YMCA, and you said that you didn't remember exactly whether you had any knowledge of this early agreement or not. I would like to --

MR. DEES: Let's mark this --

MR. PHELPS: (Interrupting) I don't believe the Mayor testified he didn't know whether or not he had knowledge.

MR. DEES: Well, he said he wasn't sure exactly whether that first agreement was enacted during his administration, and I want --

MR. PHELPS: (Interrupting) That is not what you just said he said.

MR. DEES: Well, I am trying -- I think I can pin it down a little more clearly. Let's mark this as Plaintiffs' Exhibit 28.

(At this time, the Reporter marks document, "Plfs' Ex 28"; said exhibit is attached to the back of this deposition and made a part hereof.)

Q Mr. Mayor, I show you Plaintiffs' Exhibit No. 28, which purports to be "Minutes of Meeting, Parks and Recreation Board, November 10, 1959", and ask you to read this part where it says, "Meeting with YMCA;" just read that section in there.

A (Reading) "Mayor James has requested that Mr. Hope, Mr. Strassburger and members of our staff and representatives of the YMCA meet in the Mayor's office at the earliest possible date to review the agreement made with the YMCA in regard to a coordinated program. It is felt that both this department and the YMCA can operate basketball programs on Saturdays without conflicting with each other. A motion was made, seconded and carried that Mr. Frederick contact representatives of the YMCA and arrange the meeting with the Mayor."

Q How, I believe, Mr. Mayor, prior to this time, there had been no written agreement with the YMCA?

A This is where the state of confusion rests. I don't recall.

Q You don't recall?

A There must have been some reason for it, though, because whether there was a written agreement, or there had been some discussion pertaining to it, prior to my taking office -- this is one month after I took office.

Q Right. And as I believe you recall, the parks had been closed approximately nine months before this?

A They were closed prior to my taking office, but I don't recall the exact date.

MR. HAMILTON: I think the record shows when they were closed.

MR. DEES: In fact, it was January 1, 1959, when they were closed.

MR. HAMILTON: It is in the record.

A It wasn't in '59. It wasn't January 1 --

MR. DEES: (Interrupting) It was December 31st, 1958, to be exact.

A Yes, because it wasn't during my term of office.

MR. DEES: Well, I think we can find it.

Q (By Mr. Dees) So, you went personally, I understand now, before the Parks and Recreation Board, and requested Mr. Hope and Strassburger to meet with the YMCA, at your initiative?

A According to this document.

Q All right. And you don't disagree with this document, do you?

A No, I don't disagree with it.

MR. PHELPS: That was with reference to Saturday afternoon basketball?

MR. DEES: I think the document speaks for itself. It says, " ... to review the agreement made with the YMCA regarding a coordinated program."

MR. PHELPS: Let me see that.

MR. DEES: He read it all in there. It talks about basketball and other programs.

Q (By Mr. Dees) Now, Mr. Mayor, do you know, then, that as a result of this meeting, a document was, in fact, drawn up, and a coordinating committee between the YMCA and the City was formed?

A I wish I could truthfully tell you; I don't recall, Mr. Dees. In all probability it was.

Q All right. Now, do you feel, Mr. Mayor, that over

the past ten years, that the City and the YMCA have pretty much lived up to their agreement?

A I do.

Q So, in other words, if the agreement -- I believe, let me see -- off the record.

. . . At this time, an off-the-record discussion was had . . .

Q This agreement, then, designated certain recreational activities that would be the responsibility of the City, and certain recreational activities that would be the responsibility of the YMCA, is that --

A (Interrupting) Apparently, when they first started out, according to this, was limited activities, but this expanded it, apparently; this agreement, here.

Q I see.

A The one that Mr. Andrews said was the last document.

Q Mayor James, where do the black people in Montgomery swim?

A I am assuming it must be at the Cleveland Avenue YMCA pool.

Q Where do the white people swim?

A At the YMCA pools, also; at the Country Club; and various other places.

Q The City doesn't operate any swimming pools?

A It does not.

Q There are vacant pools -- I believe there is one in Washington Park, right now, is there not, sir?

A A wading pool.

Q Wading pool; and it is empty?

A That wouldn't constitute a swimming pool.

Q But I mean, this is a place you can get wet in -- little kids. If you are a small kid, it would come up waist high on you, wouldn't it?

A (Nods head affirmatively)

Q All right. So, it would be swimming to them, wouldn't it?

A (Nods head affirmatively)

Q All right. Now, in other words, the City, then, hasn't reopened the swimming pool, has it?

A They have not.

Q I believe there is a swimming pool that is still existing in Kiwanis Park?

A Kiwanis Park.

Q And that is fixing to be tore up, isn't it?

A I don't know whether the pool will be part of the program where the Historical Commission will take over, or not.

Q And that pool is empty, isn't it?

A Yes, it is empty.

Q And I understand from the documents presented, the Oak Park big swimming pool was actually not in existence at t time of the lawsuit; I believe it was last operated in '54 or '55?

A I don't recall.

Q Well, anyway, do you know that that swimming pool out there was not torn up until 1968?

A This is correct.

Q And also --

MR. HAMILTON: (Interrupting) '67, I believe.

MR. DEES: '67? I have got the demolition chart on it, somewhere. Mr. Andrews, was it '66, '67 or '68?

MR. ANDREWS: '67.

MR. DEES: '67.

Q (By Mr. Dees) Now, that was a real big swimming po wasn't it; everybody could get in -- I mean, it was a full si swimming pool, comparable to YMCA's in regard to size?

A I wouldn't classify it as a big one, no.

Q But I mean, it was over your head?

A Oh, yes.

Q You could jump off the high dive?

A (Nods head affirmatively)

Q You also had some wading pools out there, didn't you?

A Had one wading pool, to the best of my knowledge, up in the area where the Planetarium is at the present time. Whether there was another one, I don't recall.

Q Now, this document that has been identified, here, as the last written document, that you said has been followed pretty well, what does it say under "Swimming", there?

A (Reading) "All swimming programs are the responsibility of the YMCA."

Q I see.

A That simply meant that the City of Montgomery, the Recreation Department, didn't conduct any swimming programs.

Q I see. Didn't compete with the YMCA?

A No, it did not. If we had had the pools, we would have been competing with them, but we didn't have them.

Q I see. And you had had a lot of requests -- you had had requests from black citizens of the community, as well as white citizens, to provide some swimming pools, hadn't you?

A Not many.

Q Black citizens hadn't requested it?

A Not many.

Q But there have been some requests?

A There have been a few.

Q All right. Did you, as Mayor of the City, investigate to see whether the pools in existence could be repaired, or could be used?

A I was informed that the pool was in a very dilapidated condition, and I was also informed that the Health Department had made several inspections pertaining to it, and also, that the chlorination system was in bad condition.

Q You all have a big pool down there at the Square, haven't you, that is called a "Fountain"?

A I wouldn't classify it as a pool. People don't go swimming there too often.

Q But it has water in it, doesn't it?

A Sometimes.

Q It develops leaks, and things like that. And over the past ten years, you all have spent some money repairing that thing?

A That is right.

Q A major remodeling job on it, in fact?

A Well, I wouldn't --

Q (Interrupting) Since you have been in office?

A It wouldn't constitute major remodeling; it needs to

be major overhauled.

Q You all took care of the maintenance on it, didn't you?

A Yes. Doing some work down there now.

Q Right; I see. You are not doing any work to repair these wading pools that are still in existence?

A No.

MR. PHELPS: We object to him arguing with the witness. This witness has stated four times that the City of Montgomery doesn't go into the swimming pool program. I don't see any need to argue or get back into it. We object to it.

Q Well, Mr. Mayor, as far as your own feeling is concerned, you looked -- in other words, as late as, say, 1969, last year, when you thought of swimming, you looked as if -- that that was the YMCA's responsibility to operate any pools, even if the City built the pools; wasn't that your understanding?

A No.

Q It wasn't?

A No.

Q Mr. Mayor, I show you --

MR. DEES: Let's mark this.

(At this time, the Reporter marks document, "Plfs' Ex 29"; said exhibit is attached to the back of this deposition and made a part hereof.)

MR. DEES: Let's mark this, right here.

(At this time, the Reporter marks document, "Plfs' Ex 30"; said exhibit is attached to the back of this deposition and made a part hereof.)

Q Mr. Mayor, this document I show you is marked "Plaintiffs' Exhibit 29", which is also Plaintiff's Exhibit 59 in U. S. District Court, in the YWCA case. I want you to look at that, which states at the top, Minutes of the Board of Directors of the Montgomery YWCA, February 10, 1969, and ask you to look at this part, right here --

MR. PHELPS: (Interrupting) Let me ask a question right here. Was the Mayor present at this meeting?

MR. DEES: No; no. The Mayor was not on the YWCA Board. I just want to ask him does he agree that this is an accurate reporting.

MR. KNABE: He doesn't know whether that is an accurate reporting.

MR. DEES: Well, I am going to ask him if he knows, and if he doesn't know, then he can deny it.

Q (By Mr. Dees) Mr. Mayor, it states right here, under caption of "Cleveland Avenue -- Mr. Kitchen --" I believe you know Mr. Kitchen?

A Yes.

Q (Reading) "Reported that the Cleveland Avenue 'Y' had been contacted by the Mayor and requested to submit a proposal for the operation of three pools to be built by the Housing Authority and turned over to the City for operation. The YMCA would have full responsibility for the operation, and the cost of the operation would be borne by the City."

Now, did you -- is this accurate, did you, the Mayor, contact anybody in relationship to this?

A I can give you the history of the whole thing.

Q All right.

A Mr. Sullivan and I discussed the possibility of requesting from the HUD monies to build swimming pools at the housing projects. We felt that there was a real need for these pools there.

In order to provide the safety that would be

necessary, and in order that adequate supervision would be there, we felt like we ought to get someone that had knowledge of the whole thing. I contacted Mr. Bill Chandler, or either Mr. Sullivan did, one -- I don't recall which -- and Mr. Sullivan, in turn, said that they would operate the pools, and that they stated the price and all that they would operate the pools for.

Q Let me interrupt you. You said Mr. Sullivan said --

A (Interrupting) Mr. Chandler; Mr. Chandler, I believe this is correct. I am trying my best to straighten out my memory in regard to it. But later, Mr. Sullivan found that instead of using money for the pool purposes, they could build Community Center buildings, and it would be to a better advantage than the pools would be. And so, this is the reason they didn't build the pools.

Q I see. And I believe about this time, the YMCA suit was filed; you remember that?

A I don't recall.

Q All right. And so, this reporting of the February 10, '69 Minutes of the Board of Directors of the YMCA, that is substantially correct, then -- what you just said, that the YMCA had been requested to submit a proposal for operating these pools; that is substantially correct, isn't it?

MR. PHELPS: We object to Mr. Dees testifying. The Mayor has explained the background; I think his explanation speaks for itself.

MR. DEES: Well, continue -- answer my question. He has imposed an objection on a deposition. So, you make an objection and the Court will naturally take into consideration in --

A (Interrupting) My knowledge in regards to it is what I have stated, pertaining to it; and that either I contacted Mr. Chandler -- I know I had several conversations with him --

Q (Interrupting) I see. About the pools?

A (Continuing) -- about the pools, and I am sure that Mr. Sullivan did, too, because Mr. Sullivan contacted pools to find out what the cost would be to build the pools at those facilities.

Q All right. Now, then, I show you --

A (Interrupting) I still say they are needed there.

Q All right. I show you Plaintiffs' Exhibit 30, and ask you if you can identify this document?

. . . Witness examines document . . .

A This is pertaining to the same thing, and I am assuming that it must be the proposal that Mr. Chandler said that they could operate the pools for, and what would be

necessary to provide adequate safety there.

Q In other words, this is the letter that Mr. Chandler wrote you on February 19, 1969 --

A (Interrupting) That is right.

Q (Continuing) -- and you remember receiving this letter?

A That is right.

Q Carbon copies going to Henry A. Spears -- do you know Mr. Spears?

A Yes.

Q Was he the Director of the Cleveland "Y", at that time?

A I don't know whether he was Director; he was with the YMCA, I know, at the time. Was there a copy also sent to the Housing Authority?

Q No, sir, I don't see a copy of that. And this proposal sent back by Mr. Chandler, states, "Proposal for Pool Operation by the Cleveland Avenue YMCA," does it not, sir?

A It does.

Q Do you know what housing project that this pool was supposed to be going in?

A That would depend entirely upon the Housing Authority itself. We wouldn't have any jurisdiction as to where they

would go.

Q Mr. Chandler -- did he have any knowledge, at the time, where these should go; which housing projects they were going to be in?

A I am sure he contacted Mr. Sullivan, and it was explained to him where they were supposed -- it seems to me like one was going to be at Gibbs Village. I just don't recall.

Q Gibbs Village -- now, that is a pretty much predominantly black project?

A That is true. Of course, by Federal Law, all of them are integrated.

Q But by practice, it is pretty much a predominantly black project?

A That is true.

Q And the Cleveland "Y", who was going to -- he proposed to operate this -- is predominantly a black "Y"?

A That is true.

Q Mr. Mayor, I read in the paper recently, and I believe your lawyers furnished some kind of documents to back it up, that the City Commission had made a vote to allow Kiwanis Park to be used to put various old homes that were going to be torn down, you know, because of progress being made -- to move those homes over there, and put them on Kiwanis Park, is that correct, sir?

IN THE UNITED STATES DISTRICT COURT

FOR THE MIDDLE DISTRICT OF ALABAMA

NORTHERN DIVISION

GEORGIA THERESA GILMORE,
et al,

Plaintiffs

vs.

CIVIL ACTION

NO. 1490-N

CITY OF MONTGOMERY, ALABAMA,
et al,

Defendants

DEPOSITION OF MR. HENRY M. ANDREW,

taken pursuant to notice and subpoena duces tecum, on behalf of the Plaintiffs in Room 207, United States Post Office and Court House Building, Montgomery, Alabama, before Christine Wilcox, Reporter and Notary Public for the State of Alabama at Large, on Thursday, September 17, 1970, commencing at 3:00 P.M.

APPEARANCES

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DRAYTON N. HAMILTON, Esq., Hinson and Hamilton, 26 South Perry Street, Montgomery, Alabama, Attorneys for the Defendants.

STIPULATION

It is stipulated and agreed by and between counsel representing the parties that the deposition of MR. HENRY M. ANDREWS may be taken before Christine Wilcox, Reporter and Notary Public for the State of Alabama at Large, without the formality of a commission; and all formality with respect to other procedural requirements is waived; that objections to questions, other than objections as to the form of the question, need not be made at this time, but may be reserved for a ruling at such time as the deposition may be offered in evidence or used for any other purpose by either party, as provided by the Federal Rules of Civil Procedure.

It is further stipulated and agreed that the signature of the witness to this deposition is hereby waived by all parties and witness.

MR. HENRY M. ANDREWS, of lawful age, having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

BY MR. DEES:

Q Would you state your name for the record, please?

A Henry M. Andrews.

Q Mr. Andrews, what is your position?

A I am the Director of the Parks and Recreation Department for the City of Montgomery.

Q Do you also waive your signature on the signing of this?

A Yes, sir.

Q All right. Mr. Andrews, how long have you been employed by the City of Montgomery?

A A little over twenty years.

Q And how long have you been employed by the Parks and Recreation Board?

substitute it for this other document.

A All right, sir. I brought it for that purpose.

MR. DEES: All right. Now, if you will just mark this --

MR. HAMILTON: (Interrupting) Does this have any notations on here that shouldn't be on here?

A No, sir, I think all those notations were made -- I was serving on that Committee at that time, Mr. Hamilton, and I think all of those notations on there are notations that would have bearing upon the document.

Q They all have bearing on the document, itself?

A Yes, sir. They were just for my private notations, that is all. You probably can't read them.

(At this time, the Reporter marks document, "Plfs' Ex 43"; by agreement of counsel said exhibit was substituted for the previously marked "Plfs' Ex 43", and is attached to the back of this deposition and made a part hereof.)

Q I show you Plaintiffs' Exhibit 43, and ask you if you would now identify this?

A This is the Committee that we have had so much

discussion about. It was appointed to set up as a guide to help coordinate different programs for the YMCA and the City of Montgomery Recreation Department, to try and prevent overlapping of agencies and duplication of programs, which the Parks and Recreation Department felt should be done, because they did not want to use taxpayers' money to duplicate programs, when they needed so many programs in the City, and needed this money to carry on these programs.

Q Well, now, this particular thing you are referring to, here, was -- was not the coordination agreement, itself, I believe, this Plaintiffs' Exhibit 43, was the result of a study, was it not, to determine what particular recreational activities were being carried on in Montgomery?

A Well, no, sir, I wouldn't say that that was a study of all the activities that were being carried on in Montgomery, no, sir, I --

Q (Interrupting) Recreational activities, I mean.

A Well, I wouldn't say that this was a study of all the recreation activities that were --

Q (Interrupting) What was it a study of?

A (Continuing) -- carried on, because we have no mention in this thing of other programs that were being carried on in the city at this time.

Q By, anyway, does this give -- was the purpose of this Document 43, was this a result of a study that was conducted at the request of Mrs. James Pitts Hill, Chairman of the Parks and Recreation Board, and Mr. Charles Brightwell of the YMCA, of which I believe you received a copy of this particular study; was it not the study --

A (Interrupting) I worked on the study. If you will notice, it is signed by Henry Andrews, Wade Eubanks, Murray Frederick and Bev Laws.

Q Now, Bev Laws is a YMCA official, was he not?

A Yes, sir.

Q Henry Andrews and --

A (Interrupting) Murray Frederick.

Q (Continuing) -- Murray Frederick and Wade Eubanks were all City officials?

A Now, Mr. Dees, whether Wade was with us or with the "Y" then, I am not sure.

Q All right; you are right. Mr. Andrews and Mr. Murray Frederick were both City officials?

A Yes, sir.

Q And Mr. Eubanks was the YMCA official?

A Yes, sir.

Q All right. Now, let me show you Plaintiffs'

Exhibit No. 44, and that is Plaintiff's Exhibit 1 from your deposition in the YMCA case, and you brought this to me, do you recognize this?

(At this time, the Reporter marks document, "Plfs' Ex 44"; said exhibit is attached to the back of this deposition and made a part hereof.)

. . . Witness examines document . . .

A Yes, sir, I have the original, right here.

MR. DEES: You can keep the original, if you like. I will be pleased to have this.

Q And this comes from the files, I guess, of the Recreation Department, is where you brought it from?

A Yes, sir, I brought this in at your request, during the "Y" case.

Q All right. Now, in this letter, here, is it not to Mrs. Fitts Hill, who is Chairman of the Parks and Recreation Board, for the purpose of making this study, right here; is that right, sir? The letter is dated May 1958 -- the 3rd.

A May the 3rd, 1958; it is signed by Mr. Royce Kersha

Q He is a YMCA official -- is that correct, sir?

. . . Witness examines document . . .

A Yes, sir, that is correct. But you said this was a study, and it makes no mention of a study. It says, "Charlie Brightwell has informed me that the Parks and Recreation has appointed a coordinating committee to work with the YMCA. I am extremely pleased, because it is the desire of all of us that the youth of Montgomery be served in the most effective program possible."

Q All right; that is fine. And then, as a result of this letter, you were appointed, along with other people, to work up this Exhibit 43, right here, is that correct?

A Yes, sir.

Q Now, after this Exhibit 43, here -- it is entitled, "YMCA-City Recreation Coordinated Athletic Program," was this not then reduced to writing in the form of a breakdown of all the various activities, or is this the document, itself, that served until it was revised in 1965?

A No, sir, there was another mimeographed bill that was sent out at that time --

Q (Interrupting) Do you have a copy of it with you?

A I don't know whether I have a copy of it or not. You should have a copy in your files, of it, Mr. Dees.

. . . Mr. Dees searches records . . .

A I introduced it in the "Y" case, and you should

have it there.

MR. DEES: Let me look here a moment. I think I will have you pick it out of the ones I have got. There were so many of those, that they all look alike to me. Here is a stack of these agreements; you just tell me which one it is.

. . . Mr. Dees hands stack of documents to witness, who examines same . . .

A These all bear the word "suggested"; our final draft of this did not have the word "suggested" on it.

MR. DEES: Well, I will just have to do without making a copy of that.

Q You did, though, make a final draft of this Coordinating Committee?

A Yes, sir.

Q And from 1959, when this final draft, I believe, was done, until 1965, the City and the YMCA pretty much operated along the lines of the agreement, is that correct, sir?

A Yes, sir. As I have said before -- of course, in agreements like this, there is bound to be some clashes of personalities, and there were some clashes of personalities; there is bound to be some stepping on of toes, and there was

some stepping on of toes, in carrying this out. As to carrying it out to the letter of the word, it was not. And I can vouch for that, because I happened to be Program Director at that time. It was my job to see that this was carried out. And on numerous occasions, I had to go settle arguments that were brought up about this agreement.

Q So, what you are saying is, then, you tried your best to make sure things were carried out under the agreement, is that what you are saying?

A Yes, sir.

Q And you negotiated arguments that came up, didn't you, relative to the agreement?

A With my staff.

Q Is that what resulted, then, in the need to reformulate the agreement in 1965, because there were some problems and conflicts, et cetera?

A Yes, sir, as has been already recorded, I believe, that during this session, that we felt like it should be gone over again and reviewed again. And that was the reason that we went back and reviewed it.

Q And you participated, actually, in the making of the first agreement and in the making of the second agreement, did you not?

A Yes, sir.

Q And is your answer the same now as it was when you testified in the YMCA case, when you were asked the question, "Did you substantially follow the agreement?" And your answer --

MR. PHELPS: (Interrupting) Where are you reading, Morris?

MR. DEES: I am reading from the transcript of his testimony.

MR. PHELPS: What page?

MR. DEES: On Page 12.

Q (By Mr. Dees) And did you not answer Mr. Gray, who was questioning you, "Substantially, yes, sir." Is that still your testimony today?

A Yes, sir; substantially, yes.

Q All right.

A Mr. Dees, just for my information, go back to that reference you made there; did he say which agreement?

Q I don't really know. My question was whether or not the City and the "Y" operated jointly under that agreement from the time it was approved in 1965.

A In 1965. I just wanted to make sure.

MR. PHELPS: Well, now, I think you said "approved

in 1965"; in 1958 until 1965, when it was revised.

MR. DEES: Well, I think I can clear it up by saying it this way.

Q (By Mr. Dees) Your answer that you substantially followed agreements, would apply to both agreements, wouldn't it -- the revised agreement and the original agreement?

A Yes, sir.

Q All right; that is fine.

A I just wanted to make sure that that revised agreement was in there, because we had some upkeep on the field, so we had to straighten it out.

Q You gave some testimony from the stand in the YMCA case, it appears on Page 18, concerning the baseball program for the City of Montgomery, and you made the statement that formerly everything in the City was Little League. Now, that was prior to the Dixie Youth baseball. Now, when was that; what date was that when everything was the Little League?

A I would have to refer to the notes for that. I was not the Athletic Director.

Q Was it during the last ten years?

A As I said, Mr. Dees, I wouldn't even venture a guess on that.

Q Where are your notes, now, that you can refer to on that?

A Well, I would have to get them from Mr. Bozeman.

Q Mr. Bozeman?

A Yes, sir. That is in our original file, athletic file.

Q Could you inform me of the -- as to when --

A (Interrupting) I could not even inform you as to what day we franchised our first Little League field. I know our first Little League field was at the Bellingrath area, but what year that was, Mr. Dees, I would even hate to venture a guess. I know where the field was; I know who set up the program, and all about it.

Q All right.

A There was only one team at that time, when we set it up.

Q I believe you answered in that case that, "In the past, yes, sir, that is what we started off with. We started off with a Little League program."

A That is correct.

Q And Mr. Gray asked you the question, "All right, sir. The Little League program was, in fact, a predominantly white program, was it not, when it started?" You said, "Now --

no, sir." His question was, "I said, when it started;" and your answer was, "When it started?" And he said, "Yes," and your answer was "Yes."

MR. PHELPS: Where is that?

MR. DEES: Page 19 and 20.

Q So, in effect, is your testimony the same today, that when the Little League first started, it was a white Little League program, is that correct, sir?

A That is correct.

Q And, now, that same Little League program is a black Little League, or at least there is --

A (Interrupting) No, sir; no, not that same Little League program. Now, Mr. Dees, I told you to start off with, at the beginning of this statement, that that was a franchised league. Now, there has already been on record, during this testimony that has been given today, that this team that you are talking about, now, is not a franchised team.

Q All right, then, for the record, then, the team that is in Montgomery now, called the Little League, that is a predominantly black team, is that correct?

A Yes, sir, the one there, the so-called "Little League", is predominantly black.

Q All right.

A That is their wishes.

Q When you say "their wishes", do you mean the black people?

A Well, Mr. Dees, whoever was --

Q (Interrupting) You said "their"; I just wanted to know who "their" is?

A Of course, it was the people that were interested in the program.

Q And "their", those are black people?

A Well, I would assume they were black people.

Q All right. Does the City of Montgomery, today, operate any tennis courses -- courts?

A You said "courses" before; that was correct. You read it correctly "courts". Yes, sir, we operate some tennis courts. We operate the same ones, I believe, that I gave in that testimony. We still have those courts at Capitol Heights, and we still have the ones out at Goodwyn Community Center. The Goodwyn Community Center courts are lighted courts. We have now, also, one court that has been put in just recently, in the last several weeks, at Baldwin.

Q All right, then. Is Capitol Heights and Goodwyn predominantly white Community Centers? I believe you answered that "yes" in your previous testimony. Is your

answer still "yes"?

A Yes, sir.

Q All right.

MR. PHELPS: It wouldn't be as strong a "yes" as it was a year ago.

Q Well, let me -- when did you build these courts at the Capitol Heights and Goodwyn Community Centers?

A When did I build them?

Q When were they built by the City?

A When were they built by the City? Did I say they were built by the City?

Q I don't know who built them.

A Do you have any testimony that says I built them -- that they were built by the City?

Q When were they built by anybody?

A Well, that, I couldn't tell you, but I assure you they were not built by the City.

Q Well, who built them?

A Well, I don't know whether I should go on record saying who built them -- should I?

MR. PHELPS: If you know, tell him.

A If I know, tell him. All right, sir, they were built by the Highway Department.

Q State Highway Department; at those two Centers?

A And that is the reason I asked you should I do it. Yes, sir.

Q All right. Now, they were built by the Highway Department at those two Centers?

A Yes, sir, they --

Q (Interrupting) State of Alabama Highway Department?

A They came in there and put the surfacing on those courts, way back yonder; I don't know how many years it has been. They were out there --

Q (Interrupting) That is the State -- I am sorry -- that is the State of Alabama?

A That is the State of Alabama. They were out there doing some work, at that time, in that particular area, and they went out there and did it. Of course --

Q (Interrupting) Who instructed them to do it, do you know?

A Well, I just imagine the Community Council requested it.

Q Any work done on those Community Centers has to be approved by the Parks and Recreation Board, doesn't it, to build something like a tennis court?

A Mr. Dees, that happens to be school grounds, and the

only thing we do on school grounds, of course, we lease them, and that is up to the schools. And I imagine it was cleared through the schools. Of course, you are familiar with this document (indicates). You saw this document and didn't accept it last time. I will let you look at it again. I don't know whether you will accept it this time or not.

. . . Witness hands document to Mr. Dees, who examines same . . .

MR. DEES: The document he refers to is a Joint Use document with the City and the public schools, signed by the Mayor of Montgomery in 1948, and the President of the School Board in 1948.

Q And there have been no tennis courts built at any of the predominantly black Community Centers, is that correct?

A Well, now, when you say tennis courts built, of course, any hard surface area that we build on any of these areas can be used for tennis. I would say that there have actually been no requests for us to place goalposts on these hard surface -- I mean, tennis net posts on these hard surface areas for the use of --

Q (Interrupting) So, there are no designated tennis courts, then, on these areas?

A No, sir you say --

Q (Interrupting) These hard surface areas are like basketball --

A (Interrupting) Whatever they want to -- prefer to play on them. If they want to play shuffleboard on them; if they want to play badminton on them; whatever they want to play on them, they make the request to the Department, and the Department goes out there and puts in what it takes to put in the court.

Our there at Washington Park, they have a beautiful area that could be used for tennis, but they, I think prefer basketball, and I don't blame them.

Q You think the blacks out there prefer basketball?

A Yes, they sure do.

Q In preference to tennis?

A Yes, sir, I would say so. If they hadn't, they would have requested the tennis court out there. Of course, one of our outstanding tennis players happens to be a Negro, and if you have ever seen him play, he sure is a wonderful tennis player, the United States Tennis Team. He is a very outstanding man.

Q I asked you to bring with you -- first, let me -- I have a couple of things I would like to mark as exhibits

before we go on with this.

MR. DEES: Mark these three items, right here.

(At this time, the Reporter marks documents, "Plfs' Ex 45"; "Plfs's Ex 46"; and "Plfs' Ex 47"; said exhibits are attached to the back of this deposition and made a part hereof.)

Q I show you Plaintiffs' Exhibit No. 45, and ask you if you would identify this?

. . . Witness examines document . . .

A Yes, sir, this was a letter addressed to me while I was serving on this particular Board.

Q Is that letter -- who is it from?

A Mr. William C. Chandler.

Q And is it relative to the coordinating agreement?

A Yes, sir.

Q I show you --

A (Interrupting) That is the updating -- that date should be put on record, that date is '65. That is the updating of this old agreement that we had.

Q All right. And I show you Plaintiffs' Exhibit 44, and ask you who is this a letter from -- 46, I am sorry -- and

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NORTHERN DIVISION

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et al,

Plaintiffs

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CITY OF MONTGOMERY, ALABAMA,
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Defendants

CIVIL ACTION

NO. 1490-N

DEPOSITION OF MR. DURWOOD LEE BOZEMAN, taken pursuant to notice and subpoena duces tecum, on behalf of the Plaintiffs, in Room 207, United States Post Office and Court House Building, Montgomery, Alabama, before Christine Wilcox, Reporter and Notary Public for the State of Alabama at Large, on Thursday, September 17, 1970, commencing at 1:15 P.M.

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DRAYTON N. HAMILTON, Esq., Hinson and Hamilton, 26 South Perry Street, Montgomery, Alabama, Attorneys for the Defendants.

STIPULATION

It is stipulated and agreed by and between counsel representing the parties that the deposition of MR. DUEWOOD LYNN BOZEMAN may be taken before Christine Wilcox, Reporter and Notary Public for the State of Alabama at Large, without the formality of a commission; and all formality with respect to other procedural requirements is waived; that objections to questions, other than objections as to the form of the question, need not be made at this time, but may be reserved for a ruling at such time as the deposition may be offered in evidence or used for any other purpose by either party, as provided by the Federal Rules of Civil Procedure.

It is further stipulated and agreed that the signature of the witness to this deposition is hereby waived by all parties and witness.

MR. DURWOOD LYNN BOZEMAN, of lawful age, having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

BY MR. DEES:

Q State your name for the record, please.

A Durwood Lynn Boseman.

Q Mr. Boseman, for the record, you are a white man, is that correct?

A Yes, sir.

MR. DEES: I believe -- and also for the record, so the record will indicate, Mr. Strassburger, the Chairman of the Parks and Recreation Board, is also a white man. Do you stipulate that?

MR. PHELPS: Yes.

MR. DEES: Would you also stipulate that all the members of the Parks and Recreation Board are also white?

MR. PHELPS: Yes.

Q The other people that we have taken testimony from

this morning waived their signature to the deposition. I guess your attorneys would advise you to do the same. We need to get that clear, before we go forward.

MR. PHELPS: Mr. Bozeman, what he is talking about, under the Federal Rules of Civil Procedure in Federal Court, you have a right to read your deposition and sign it, before it is filed in Court, or you can waive that signature, if you so desire. By reading it, you are really insuring that the Court Reporter, here, gets what you say, down accurately. And I can state to you that she is an accurate Court Reporter, and I can advise you that it will be all right to waive your signature.

THE WITNESS: Okay.

Q Mr. Bozeman, what is your present job title?

A Athletic Director Supervisor.

Q For what, the City Recreation Department?

A All sports.

Q For the City of Montgomery?

A City of Montgomery.

Q All right. Now, how long have you held this position?

A Well, I have been with the city a little over two and a half years, but now, on this position, when Mr. Murray Frederick died, which was roughly ten months ago, the rest of it was turned over to me.

Q All right.

A And they went over there and fixed it up; lined it off.

Q By "they", do you mean the City Recreation Department?

A Yes.

Q Lined off Bruce Field?

A That is right.

Q Is that a pretty nice field?

A When I played baseball on it, it was.

Q All right; I see. Let me show you these exhibits, and ask if you can identify them, please. This is Plaintiffs' Exhibit 32; what is this?

. . . Witness examines document . . .

A Now, on baseball in this town, we furnish the fields, we furnish the lights, we furnish home plates, we furnish the bases; they, themselves, set up, which is -- we don't control at all, through Babe Ruth. Now, I can help you on this.

Q I just asked you what this is?

A This is a schedule that was sent to me.

Q A schedule of what?

A They called themselves "Babe Ruth" on this.

Q All right, now. That is Exhibit 32. Now, who sent that to you?

A Well, let's go back, now, a little bit. Their Commissioner is a Mr. Mills, in Babe Ruth ball and what they call "Little League" ball.

Q And that is a black league?

A That is right, and I will try to help you on this, too.

Q So, Exhibit 32, then, is a schedule for the black Babe Ruth --

A (Interrupting) They call themselves "Babe Ruth". You are not anything until you are franchised.

Q Well, I understand that, but for the nomenclature they use now, it is "Babe Ruth"?

A Babe Ruth.

Q Schedule, Exhibit 32, is the what, the 1970 schedule for the black Babe Ruth League?

A That is right.

Q All right. Now, what age youngsters are these?

A Thirteen, fourteen and fifteen.

Q All right, now. Is there also not a Babe Ruth League for those, about the same age people, operated in Montgomery for whites?

A That is right.

Q Okay.

A But, now, this league don't have anything to do with that.

Q Both of them are called "Babe Ruth", though?

A You can be called anything.

Q I understand that. This is called a "Babe Ruth" League, Babe Ruth Great League. Is the white Babe Ruth League called the "Babe Ruth White League"?

A Now, that is something -- there are four different divisions in Babe Ruth, which now, they can have anybody that is in a district. Now, this Babe Ruth, when you are franchised, it is set up in districts, which we don't have anything to do with. This is set up by your State Commissioners, and your Montgomery Commissioner is Mr. Allyn McKeen.

And people come down here -- when I say "people", the Commissioners come down here and set up a boundary, and then, whoever is in that boundary, that is where you play. You go on and try out for the team. And all these managers is what you call "Volunteer Help"; there is no pay in it.

Q Now, the City -- I am sorry?

A And the City does not pay any manager, in any of the teams, Little League, Babe Ruths, any of them.

Q I believe the City pays the referees for the black baseball leagues, for the Little League and the Babe Ruth?

A No, sirse, not baseball.

Q They don't pay the referees for the games --

A (Interrupting) Not in baseball.

Q (Continuing) -- by the Little League?

A No, sir.

Q Not for the --

A (Interrupting) Not for anybody.

Q They don't furnish equipment, or baseballs, or things like that, for the black Little League?

A I can tell you every bit I furnished to every one of them.

Q But they do, in fact, furnish some equipment, is that right?

A We furnish -- we give them one dozen balls; I give them eight bats; I give them a chest protector; I give them leg guards; I give them a mask; and a mitt.

Q Do you furnish this, also, to the Dixie Youth?

A Everybody, yes.

Q You do?

A Everybody that is in baseball; and softball, no.

Q In other words, to make it clear for the record, there is in Montgomery a baseball league for young boys seven to twelve years old, called "Dixie Youth Baseball League"?

A That is right.

Q And that is a predominantly white league, isn't it?

A Not altogether.

Q They have one or two black players in the league?

A That is right.

Q But it is a predominantly white league, isn't it?

A We don't have nothing controlling that part.

Q But answer my question; it is a predominantly white league?

A It is.

Q All right. And you furnish to this predominantly white league the same numbers of baseballs and chest protectors, and things, that you furnish to the black league?

A I give everybody one dozen balls and eight bats, and the chest protectors; I don't care how -- as long as they are in a league.

Q Now, who in your Department is kind of a coordinator or overseer of the Dixie Youth Baseball activities; is that yourself, or --

A (Interrupting) You mean, the coordinator of it?

Q Who from Dixie Youth League checks -- when they check with your Department, who do they check with?

A For their equipment?

Q Well, maintenance of their fields, equipment --

A (Interrupting) For maintenance, with the maintenance man, which is -- we have a maintenance man.

Q Who is that?

A Katt Wendling. But on the lights, they belong to me. If they call me and say, "We knocked out four lights tonight," or, "They fell out tonight," we have the Alabama Power Company, one of their foremen, which we hire, that we replace the bulbs.

Q And you pay the electricity bill for the lights at the Little League park?

A That is right. On all parks.

Q Babe Ruth and Little League parks?

A Softball and all.

Q Do you maintain the diamonds?

A The best we can. When you say "maintain", if they are going to play on them all day, we don't have a chance. Now, like some of these schools, you know, that morning, they start on it on PE early that morning, you play all day -- No, sir. But, now, on ones during the summer -- yes, sir.

Q I don't believe -- let's take Dannelly School, for example. I don't believe the PE is allowed to go down there and play on that Little League ball diamond, are they?

A If they are in the school -- well, I can't answer

that. I don't know. I am not for sure. Allowed to?

Q Uh-huh. They don't go there --

A (Interrupting) If it belongs to them, we can't keep them off.

Q As a matter of fact, you don't have a fence around it, so they can't get in there --

A (Interrupting) I hope there is a fence on all of them, to keep the bicycles off of there; horses off of there.

Q Now, I show you Plaintiffs' exhibit, marked No. 33, and ask if you can identify that?

. . . Witness examines document . . .

A That is one of the schedules that they sent me, is here.

Q You say "they", who is "they", now?

A This, right here, is what you call your West Belser League.

Q Belser Babe Ruth League?

A That is right.

Q And that is a white league?

A Well, it is -- if you want to call it that, yes; but they are mixed.

Q Now, the number of blacks playing is insignificant, now, isn't it?

A In other words, I don't have no idea on the color, how many of each, because I don't check on that.

Q But you think of this as a predominantly white league, don't you?

A Right; right.

Q All right. Now, Exhibit 34, I believe you have already identified as being your proposed 1970 basket ball schedule?

A Right.

Q And Exhibit 35, what is that?

A This, right here, is a schedule of the YMCA Civic Club softball.

Q All right. And that is for 1970?

A No, that was -- yes, sir.

Q All right. Now, that is predominantly white teams playing there, isn't it?

A Yes, sir.

Q I show you Plaintiffs' Exhibit 36?

A What are you asking me?

Q Just identify it; I am sorry, sir.

A Most of these are black.

Q I know it is black, but it is titled, "Goode Street Park, Girls'-Women's Program"?

A That is under a fellow called Sam Webb.

Q Out at Goode Street?

A That is right.

Q Is he black?

A That is right.

Q All right. And this is a schedule for what, now, for 1970?

A This is all their basket ball schedule.

Q All right. And Exhibit No. 37 is what?

A That is their boys. The reason I say "boys", there is boys and men.

Q And men. Now, the teams they are playing are in other areas outside of Goode Street, aren't they?

A That is right.

Q And this, again is black?

A Predominantly black.

Q Predominantly black. I show you Exhibit No. 38, and ask you to identify that?

. . . Witness examines document . . .

A This is still predominantly black.

Q Now, that is the Little League schedule, 1970?

A They call themselves "Little Leagues".

Q I see. It identifies down there, "YMCA" . Now,

what YMCA is that, Cleveland Branch?

A It could be. I am not sure of that, but I believe that is right.

Q All right. And that "Boys' Club", that would be the Capital City black Boys' Club?

A The new Boys' Club, is right.

Q The new one -- that is the black one?

A Yes, sir.

Q I show you Exhibit 39, and ask you to identify that?

A That is your Babe Ruth schedule, which W. L. Mills is your president -- commissioner.

Q I see. Now, what clubs does that involve -- now, this -- I believe this, here again, is a predominantly black Babe Ruth schedule?

A Right.

Q And you also have some church -- a Baptist church league for using City fields for playing on?

A That is right. Softball.

Q Softball?

A Uh-huh.

Q And I believe all of these churches are predominantly white churches -- in fact they all are white churches?

A That is right.

Q In fact, in all of these leagues, these baseball and softball leagues, that the City maintains the fields for and provides the lights for and furnishes the balls as you mentioned for, none of these teams involve play between predominantly black teams and predominantly black teams, do they?

A Well, if they ask to play each other, they can, on exhibition games, if they want to. That is left to them, just like all this scheduling.

Q That is all black teams playing black teams?

A If they want to. I am talking about white against black, if they want to, now.

Q I see. But as far as the practice is concerned, in the past, what has actually happened has been white teams playing white teams and black teams playing black teams, is that right?

A That is right.

Q I see. Now, do you have any responsibility in the area of the community centers?

A Just the fields.

Q The fields?

A That is right.

Q Did you have any responsibility as far as their athletic activities is concerned?

independent, you have got civic, you have got -- what else is it?

Q Are your fields open to softball participants, regardless of whether they be black folks or white folks?

A Anybody that wants to use them. Now, if there is a scheduled game already going on, I say, "No, it is filled tonight." I keep a chart, a great big chart, to tell me who is playing out there that night, in case somebody calls me and says, "Can I play out there at Goode Street, tonight?" I look on my little chart, and I say, "No, you can't play out there tonight; it is filled up. You can Thursday night, on whatever is vacant." Now, that is on all of them.

Now, out here at what you call the Boys' Club, Central Boys' Club, we built a field out there, this past year. The City built a softball field to be used any way they wanted to. And I asked them for a schedule, and I never did get one. I found out later that they had a league out there -- they told me to start with, I don't recall his name out there at that Club, I don't know his name -- three teams, and I was snowed under the rest of the time.

Q What I am getting to, those schedules are furnished to you by the folks who are playing?

A That is right.

IN THE UNITED STATES DISTRICT COURT

FOR THE MIDDLE DISTRICT OF ALABAMA

NORTHERN DIVISION

GEORGIA THERESA GILMORE,
et al,

Plaintiffs

vs

CIVIL ACTION
NO. 1490-N

CITY OF MONTGOMERY, ALABAMA,
et al,

Defendants

DEPOSITION OF MR. WILLIAM L. BRANNON, taken pursuant to notice and subpoena duces tecum, on behalf of the Plaintiffs in Room 207, United States Post Office and Court House Building, Montgomery, Alabama, before Christine Wilcox, Reporter and Notary Public for the State of Alabama at Large, on Thursday, September 17, 1970, commencing at 9:00 A.M.

APPEARANCES

MORRIS S. DEES, JR., Esq., and JOSEPH J. LEVIN, JR., Esq., Levin and Dees, 210 Washington Building,

Montgomery, Alabama; and

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JOSEPH D. PHELPS, Esq., Hill, Robison, Belser and Phelps,
36 South Perry Street, Montgomery, Alabama; and

WALTER J. KNABE, Esq., Capell, Howard, Knabe and Cobbs,
57 Adams Avenue, Montgomery, Alabama; and

DRAYTON N. HAMILTON, Esq., Hinson and Hamilton,
26 South Perry Street, Montgomery, Alabama,
Attorneys for the Defendants.

STIPULATION

It is stipulated and agreed by and between counsel representing the parties that the deposition of MR. WILLIAM L. BRANNON may be taken before Christine Wilcox, Reporter and Notary Public for the State of Alabama at Large, without the formality of a commission; and all formality with respect to other procedural requirements is waived; that objections to questions, other than objections as to the form of the question, need not be made at this time, but may be reserved for a ruling at such time as the deposition may be offered in evidence

examines same . . .

Q Mr. Brannon, are you employed by the Montgomery Recreation Board, the City Recreation Department?

A I am.

Q I see. How long have you been so employed?

A Since June 16, 1951.

Q In what capacity did you come to work for, in that Department?

A As a playground leader at Washington Park.

Q I see. Now, presently, as of today, what are your duties, not in the future, but right now, today?

A I consider myself a supervisor in the Recreation Department.

Q What are your duties; what do you actually do?

A I coordinate programs; Centers. I carry out the instructions of the Superintendent or Director of Recreation.

Q For the record, I would like for you to state that you are of the Negro race?

A I am a Negro.

Q All right. And where is your office?

A My office is located in the Carver Community Center.

Q Is Carver Community Center predominantly a Negro

Community Center?

A Yes, it is.

Q All right. Now, let's go back to your responsibilities. What do you do in your day-to-day work in terms of — which Community Centers do you work with, the Negro Community Centers or the white Community Centers?

A Well, my work is predominantly with the Negro Centers and playgrounds.

Q And what does that work consist of?

A It consists of checking on personnel, the areas, making systematic reports to the Department, Director of Personnel or the Athletic Supervisor. I feel that I am directly responsible to the Superintendent of Recreation.

Q Is that Mr. Andrews?

A Mr. Andrews.

Q Do you get your orders directly from him?

A Officially, yes.

Q Who is over you, unofficially?

A Unofficially — it is a chain of command. The Director of Personnel —

Q (Interrupting) Where are you in the chain of command?

A Beg your pardon?

Q Where are you in the chain of command?

A As a supervisor, I am related to the Director of Personnel, the —

Q (Interrupting) Who gives you your day-to-day orders about what to do in your job?

A Well, officially, it would come through the Director of Personnel.

Q But who actually tells you what to do?

A The Superintendent of Recreation.

Q Who is that?

A Mr. Henry Andrews.

Q I see. So, you have meetings with him, what, on a weekly basis, or something, to determine what your —

A (Interrupting) Well, periodically; it may come frequently or infrequently.

Q I see. All right, now, what do you do in relationship to the Negro playgrounds in the City, that you testified that you are responsible for?

A Mainly, check on personnel, the physical condition of the area, advise on programs.

Q I see —

A (Interrupting) I might say that I serve more or less,

I believe, in a consultant capacity.

Q Would you name the Negro Community Centers that you are responsible for?

A Houston Hill, Carver, and smaller ones, King Hill, Washington Park --

Q (Interrupting) Goode Street?

A Goode Street play area.

Q And what about the Negro playgrounds that you are responsible for?

A Well, playgrounds, as such; again, I would include Goode Street, Washington Park, King Hill.

Q I believe -- have any of your duties been related to baseball?

A Well, substantially, and particularly the summer programs.

Q Now, what does that consist of, that you are responsible for?

A It consists of organizing to the extent of bringing together a city-wide program for Little League and Babe Ruth age boys.

Q Little League and Babe Ruth age boys. Is that the name of your league, "Little League"?

A We call ourselves "Little League", and we call ourselves the "Babe Ruth" League.

Q Are you officially franchised by the Little League?

A No, we are not.

Q So, would it be an apt description to say it is just a system of organized baseball in Montgomery, that is under the direction of the Montgomery Recreation Department, for young people, with no connection with any national official baseball organization?

A I think that is fair.

MR. PHELPS: We are going to object to Mr. Dees leading the witness and testifying; and we think he should be asking the witness questions and not testifying.

MR. DEES: I don't want to lead him; I was just trying to save a little time. Because I don't really understand thoroughly, myself.

Q (Mr. Dees) Mr. Brannon, will you say, then, that you are not affiliated with any national Little League program?

A Yes, sir.

Q Now, does the City Recreation Department provide equipment for these Little League teams?

A It does.

Q Does it provide playing fields for them?

A It does.

Q Does it provide playing fields for the Babe Ruth teams?

A Yes, sir.

Q All right. Now, are the players on these teams — I might say this, are these Little League teams that you are responsible for, and Babe Ruth teams, predominantly Negro teams?

A Yes, they are.

Q I see. Are you familiar with the Dixie Youth baseball program in Montgomery?

A Casually so.

Q Well, do you know that this organization is young boys of comparable age of your Little League that play on City fields?

A Well, I do know that.

Q Are these predominantly white teams, these Dixie Youth Baseball Leagues?

A Well, they use the term when they say "predominantly", yes.

Q Now, do you know whether the City furnishes fields

for these players?

A As far as I know, the use their playing fields.

Q Do you know whether the City maintains these fields for them?

A I believe the City maintains all its fields.

(At this time, at the request of Mr. Dees, the Reporter marks documents, "Plfs' Ex 1"; "Plfs' Ex 2"; "Plfs' Ex 3"; "Plfs' Ex 4"; "Plfs' Ex 5"; "Plfs Ex 6"; "Plfs' Ex 7"; "Plfs' Ex 8"; "Plfs Ex 9"; "Plfs' Ex 10"; and "Plfs' Ex 11"; said exhibits are attached to the end of this deposition and made a part hereof.)

Q All right, now. I want to show you these exhibits, Plaintiffs' Exhibit 1, and ask if you can identify this?

. . . Witness examines document . . .

A Yes, this is a copy of a letter, upon request, outlining my duties and responsibilities as a supervisor.

Q This letter is from Mr. Murray Frederick, Assistant Superintendent of the --

A Right.

Q Now, to the best of your recollection, was this same procedure followed with the white Little Leagues, back before they were disbanded, with the exception of you being in charge of them?

A I must say, I would assume.

Q All right. Now, I show you Plaintiffs' Exhibits 5 and 6, and what is No. 5?

. . . Witness examines document . . .

A The Babe Ruth League, National League.

Q For what year is that?

A 1967.

Q That came out of your files; I believe you are responsible for that league, also?

A I am.

Q I see. And is that a black league?

A It is a black league.

Q All right. Now, let's look at Plaintiffs' Exhibit 6 and will you describe that?

A It is a 1967 copy of the Little League.

Q I see. So that is just a duplicate of the one you put in for 1970, except it is for an earlier year?

A So far as organization, it is, but you see, it is expanded over the years — in numbers of teams, I mean.

Q I show you exhibit 7.

. . . Witness examines document . . .

A This would be — rather, it is the Little League roster for an all-star game.

Q Now, what letterhead is that on?

A It is on the Cleveland Avenue Branch YMCA.

Q I see. Now, do you have any correspondence in your files from the South or Central or East or Southeast YMCA Branches?

A I have not.

Q None of these branches have contacted you concerning any athletic facilities, or athletic equipment, or teams, or games, have they?

A No.

Q But the Cleveland Branch has contacted you from time to time, concerning athletic programs?

A Well, yes, they have always participated in our summer league.

Q All right. That is summer baseball leagues?

A Summer baseball leagues.

Q Right. I show you Plaintiffs' Exhibit 8, and ask if you can identify this?

. . . Witness examines document . . .

A This is a submission from the Capital City Boys' Club of the allstar roster.

Q If the Capital City Boys' Club — I believe that is — yes, that is Kit Washington's organization — I mean, Kit Franklin's organization — is that the black Boys' Club?

A Yes, it is.

Q Now, have you had any correspondence from the Montgomery Boys' Club, the — I believe the white Boys' Club, have you had any correspondence from it, concerning any of your programs?

A No.

Q But from time to time, the Capital City Boys' Club has contacted you in relationship to coordinating recreational activities?

A Definitely; yes.

Q I show you Plaintiffs' Exhibit 9, and ask if you can identify this?

. . . Witness examines document . . .

A This is from the Dexter Avenue Baptist Church, who

participate in the summer baseball leagues. They submitted two team rosters, Little League and Babe Ruth.

Q Now, is this Dexter Avenue Baptist Church a black Baptist Church?

A Yes.

Q Do you have any submissions of teams from any white churches in Montgomery?

A No.

Q I see. Could you identify Plaintiffs' Exhibit No. 10?

. . . Witness examines document . . .

A The team roster of the Cleveland Avenue Branch of the YMCA Little League, 1969.

Q And would you identify Exhibit No. 11?

. . . Witness examines document . . .

A Again, a team roster from the Capital City Boys' Club.

Q And that is a different one from the previous one you showed me?

A Yes, it is. This would be a current year of either '65 or '67; they run substantially the same.

MR. DEES: No further questions.

baseball --

Q (Interrupting) Let's talk -- let's explain the difference, now; why is it different between baseball and football?

A Well, baseball, particularly, it is a summer program; it is a recreational program. And it was my duty -- I was requested, rather, to set it up on a city-wide basis. And then, we simply seek to get the widest possible participation. And as I said before, beginning in about 1962, I think, more or less, and it has grown substantially through the years, that it does not cover the greater Montgomery area. And it is a matter of solicitation.

But when it comes to football, as I see it, it is the school's competitive sport, and it grows out of the school's Physical Education program.

Q Well, let's go back to baseball for a minute. Have you received any instructions as to the racial structure of any baseball league?

A Well, none.

Q Does the league come to you or do you go to the league for organization?

A Well, it comes to me.

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION

GEORGIA THERESA GILMORE, ET AL.

PLAINTIFFS

VS.

CITY OF MONTGOMERY, ALABAMA, ET AL.

DEFENDANTS

CIVIL ACTION
NO. 1490-N

DEPOSITION OF MR. JOSEPH E. MARSHALL, TAKEN PURSUANT TO NOTICE AND SUBPOENA DUCES TECUM ON BEHALF OF THE PLAINTIFFS, IN ROOM 207, U. S. POST OFFICE AND COURT HOUSE BUILDING, MONTGOMERY, ALABAMA, BEFORE CHRISTINE WILCOX, REPORTER AND NOTARY PUBLIC FOR THE STATE OF ALABAMA AT LARGE, ON MONDAY, OCTOBER 19, 1970, COMMENCING AT 10:00 A.M.

APPEARANCES

MORRIS S. DEES, JR., Esq. AND JOSEPH J. LEVIN, JR., Esq., LEVIN AND DEES, 210 WASHINGTON BUILDING, MONTGOMERY, ALABAMA, ATTORNEYS FOR THE PLAINTIFFS.

JOSEPH D. PHELPS, Esq., HILL, ROBISON, BELSER AND PHELPS, 36 SOUTH PERRY STREET, MONTGOMERY, ALABAMA; AND ALSO

THERE IT IS TO ME, AS DISTRICT DIRECTOR, AND I HAVE BEEN STATE DIRECTOR FOR SIX YEARS NOW.

Q SO, THE MAP THAT WE WILL IDENTIFY AS AN EXHIBIT IN A MOMENT -- I JUST WANT TO ASK SOME GENERAL QUESTIONS ABOUT IT - THIS MAP YOU HAVE HANDED ME, HERE, IS A MAP OF THE DISTRICTS, OF THE GEOGRAPHIC AREA COVERED BY THE SEVEN --

A (INTERRUPTING) IT IS ACTUALLY NINE LEAGUES.

Q IN MONTGOMERY?

A YES, SIR.

Q NINE LEAGUES IN MONTGOMERY. AND THIS MAP SHOWS THE GEOGRAPHIC AREA FOR ONE, TWO, THREE, FOUR, FIVE, SIX, SEVEN --

A (INTERRUPTING) THERE SHOULD HAVE BEEN EIGHT AT THAT PARTICULAR TIME. THERE ARE TWO LEAGUES OPERATING IN THIS AREA (INDICATES) --

Q (INTERRUPTING) WHERE YOU HAVE GOT IT DESIGNATED "AMERICAN", THERE ARE TWO LEAGUES?

A YES. TWO LEAGUES MAY OPERATE IN THE SAME AREA, IF EVERYBODY IS GIVEN THE SAME OPPORTUNITY TO CHOOSE --

Q (INTERRUPTING) NOW, WHEN WAS THIS PARTICULAR MAP, HERE --

A (INTERRUPTING) I WOULD SAY, SIR, THAT THAT WOULD PROBABLY HAVE BEEN ABOUT 1964.

Q AND WHERE IS THERE A MORE CURRENT MAP?

A THEY DON'T UPDATE THIS THING UNLESS THERE IS A CHANGE IN THE BOUNDARIES. AND I HAVE NOT BEEN NOTIFIED OF A CHANGE. I SHOULD HAVE BEEN NOTIFIED ABOUT ANY CHANGES, IF THEY OCCURRED, BUT I ASSUME THERE HASN'T BEEN ANY.

MR. DEES: NOW, THIS EXHIBIT HERE, WE WILL MARK "PLAINTIFFS' EXHIBIT 51".

A AS YOU WELL KNOW, TWO LEAGUES OPERATE IN THIS AREA HERE, NOW (INDICATES).

Q OH, SO THIS IS THE COVERALL NOW?

A YES, SIR.

Q TWO OPERATING OUT OF THE AMERICAN AND TWO OUT OF THE SOUTHEASTERN?

A RIGHT.

(AT THIS TIME, THE REPORTER MARKS MAP, "PLFS' EX 51;" SAID EXHIBIT ACCOMPANIES THE ORIGINAL OF THIS DEPOSITION AND IS MADE A PART HEREOF.)

MR. HAMILTON: LET ME INTERRUPT. NINE LEAGUES, IS THAT WHAT WE HAVE NOW --

A (INTERRUPTING) YES, SIR.

MR. HAMILTON: (CONTINUING) -- IS THAT THE TESTIMONY?

MR. DEES: WE HAVE HAD REFERENCE HERE TO PLAINTIFFS'

EXHIBIT 51. MR. HARSHALL HAS FURNISHED US A COPY OF THE GEOGRAPHIC AREAS FOR THE NINE DIXIE YOUTH BASEBALL LEAGUES IN MONTGOMERY.

Q WHO DETERMINES THESE GEOGRAPHIC AREAS, MR. MARSHALL?

A THE LEAGUES, THEMSELVES. EACH LEAGUE DETERMINES ITS OWN BOUNDARY. AND THE LEAGUE IS COMPOSED OF VOLUNTEER WORKERS WHO FORM THE LEAGUE.

Q I UNDERSTAND. NOW, LET'S LOOK ON FURTHER, HERE, ITEM NO. 5: I BELIEVE YOU TOLD ME ON THE TELEPHONE THAT YOU DON'T HAVE THAT ITEM?

A NO, SIR, EACH LEAGUE FINANCES ITSELF, AND IT HAS NO OBLIGATION TO FURNISH ME WITH A STATEMENT.

Q AND ITEM NO. 6, A COPY OF THE 1970 LEAGUE OFFICIALS, DO YOU HAVE THAT?

A YES, SIR, I HAVE THAT. IF YOU WANT TO KEEP IT, SIR, I WILL HAVE TO GET IT OUT OF THIS BOOK AND LEAVE IT WITH YOU. I WOULD LIKE IT BACK, BECAUSE THIS IS MY ONLY COPY.

Q WELL, WE CAN DO IT ONE OF TWO WAYS. WE WILL MARK THIS "LEAGUE OFFICIALS" AS PLAINTIFFS' EXHIBIT 52, AND IF YOU COULD JUST FURNISH ME WITH A XEROX OF EACH OF THOSE SHEETS, OR I WILL BE GLAD TO XEROX IT AND HAND THEM ALL BACK OVER TO YOU, EITHER WAY.

A WELL, YOU DO IT, BECAUSE I DON'T HAVE THE FACILITIES.

BASEBALL LEAGUE SIXTEEN YEARS?

A APPROXIMATELY THAT; NOW, NOT ALL IN DIXIE YOUTH. WE WERE FORMERLY THE LITTLE LEAGUE ORGANIZATION. BUT WE HAVE BEEN IN DIXIE YOUTH -- DIXIE YOUTH GIVES MORE LOCAL CONTROL TO THE PROGRAM. IN OTHER WORDS, THEY LET EACH UNIT DETERMINE THEIR SCHEDULE. WE HAVE DOUBLE ELIMINATION TOURNAMENTS WHICH PROVIDE MORE PLAY FOR THE YOUNGSTERS.

Q NOW, WHEN DID MONTGOMERY GET ITS FIRST DIXIE YOUTH BASEBALL FRANCHISE?

A I WOULD SAY IT WAS PROBABLY ABOUT '62 OR '63; I DON'T REMEMBER EXACTLY.

Q AND PRIOR TO THAT, YOU WERE CONNECTED WITH IT UNDER THE NAME OF "LITTLE LEAGUE"?

A YES, SIR. I WAS THE PRESIDENT OF A LEAGUE AT THAT TIME.

Q IN MONTGOMERY?

A YES, SIR.

Q NOW, WASN'T ONE OF THE CONSIDERATIONS, BACK IN 1962, IN SWITCHING FROM LITTLE LEAGUE TO DIXIE YOUTH BASEBALL, THE FACT THAT THE NATIONAL LITTLE LEAGUE REQUIRED INTEGRATION OF THE TEAMS; WASN'T THAT ONE OF THE CONSIDERATIONS?

A IT WASN'T SO FAR AS I WAS CONCERNED. THE PRIMARY REASON THAT I WAS INTERESTED IN WAS THE DOUBLE ELIMINATION

MR. DEES: LET'S MARK THIS AS PLAINTIFFS' EXHIBIT No. 54.

Q THIS IS A SAMPLE TYPE LETTER, THEN, THAT YOU USE TO GO TO THE SCHOOLS?

A YES, SIR. AND IT IS GIVEN TO EVERY BOY IN SCHOOL. I DON'T THINK WE COULD PUT ONE IN A SCHOOL AND SAY, "GIVE IT OUT TO A CERTAIN YOUNGSTER." MAY I FINISH WHAT I WAS SAYING A MINUTE AGO ABOUT THE FACT, THERE AT ONE TIME, WE DID HAVE SOME INFORMATION IN HERE CONCERNING RACE. WE -- KNOWING THAT WE PLAY -- A GREAT NUMBER OF OUR LEAGUES PLAY ON CITY PROPERTY, WE KNEW THAT WE MUST NOT EXCLUDE ANY BOY, REGARDLESS OF HIS RACE, ORIGIN, CREED OR COLOR. SO, WE WITHDREW THIS IN ORDER THAT OUR LEAGUES, WHICH DID DEPEND ON MUNICIPAL FUNDS, COULD CONTINUE TO OPERATE. AND I WOULD SAY, IN THE STATE OF ALABAMA, RIGHT NOW, THERE MUST BE AT LEAST FORTY OR FIFTY LEAGUES THAT HAVE COLORED BOYS -- NOT ONE OR TWO, BUT A GOODLY NUMBER. AND THERE ARE TWO ALL-COLORED LEAGUES IN THE STATE OF SOUTH CAROLINA. THEY HAVE NOTHING BUT COLORED BALL PLAYERS; THEY ENTER TOURNAMENTS WITH OUR WHITE, PREDOMINANLY WHITE LEAGUES, AND THERE HAVE BEEN NO DIFFICULTIES THAT I KNOW OF. AND I ANTICIPATE THIS, PROBABLY THIS YEAR, IN ALABAMA, TO BE THE CASE. AND NONE HAVE APPLIED. IF THEY APPLY, I AM SURE THEY WILL BE GRANTED A FRANCHISE. WE KNOW THAT.

than I do to letter carrying. This might put me in the category of being a "nut".

Q Mr. Marshall, does the City of Montgomery have any control, whatsoever, over the formation or composition of a Dixie Youth League?

A No, sir, they don't. The only control that they could have, possibly, would be the use of a ball park. They provide these Leagues with a place to play. And it -- as I said, we have two Leagues that are -- two areas that are divided in two Leagues. They have to schedule these games, in order that both of them won't show up the same night. That is all.

Q Does the City of Montgomery have any agreement with Dixie Youth Baseball to the effect that a segregated baseball league would be maintained?

A No, sir. The only correspondence that I have ever seen, that came out of the City to the Leagues, was a memorandum last year, that says that, "You must cut the lights off by ten-fifteen." That is all.

Q Mr. Marshall, has the City directly or indirectly encouraged segregated baseball leagues, in connection with Dixie League Baseball?

A No, sir, not to my knowledge, they haven't.

Q AND I BELIEVE YOU SAID THAT THE LEAGUES WERE FORMED ON A POPULATION BASIS?

A YES, SIR.

Q WILL YOU ELABORATE A LITTLE BIT ON THAT, PLEASE, FOR THE COURT?

A WELL, TO BEGIN WITH, IF WE ALLOWED THE CITY OF MONTGOMERY TO OPERATE ONE DIXIE YOUTH BASEBALL LEAGUE, YOU CAN WELL IMAGINE THAT THIS LEAGUE HERE WOULD PROBABLY DOMINATE PLAYING THE WHOLE STATE. CERTAINLY, THE CITY OF PRATTVILLE WOULD NOT HAVE A FAIR OPPORTUNITY IN PLAY WITH THE CITY OF MONTGOMERY.

SO, WE LIMIT EACH LEAGUE TO A MAXIMUM OF FIFTEEN THOUSAND PEOPLE, PER LEAGUE. WE FEEL LIKE ANY LEAGUE SHOULD OPERATE -- SHOULD HAVE ENOUGH BOYS TO PLAY, IN THAT AMOUNT OF POPULATION.

I MIGHT POINT OUT, THE CITY OF PRATTVILLE, GROWING, HAS RECENTLY HAD TO GO TO TWO LEAGUES. NOW, NEEDLESS TO SAY, I DON'T GO COUNT PEOPLE ALL THE TIME, BECAUSE LIKE I SAID, I DON'T HAVE TIME TO DO THAT.

Q THIS FIFTEEN THOUSAND POPULATION, IS THAT A GEOGRAPHIC -- WORKED OUT ON A GEOGRAPHIC BOUNDRY?

A YES, SIR. NORMALLY SPEAKING, IT IS WORKED OUT ACCORDING TO THE SCHOOL BOUNDARIES, BECAUSE THIS IS THE EASIEST

WAY TO DO IT. FOR INSTANCE, IF WE HAD TWO LEAGUES, PART OF THEIR PLAYERS GOING TO THE SAME SCHOOL, IT WOULD CREATE A GREAT DEAL OF CONFUSION. THESE KIDS WOULDN'T KNOW WHERE TO GO TO PLAY. SO, WE TRY TO -- IN OTHER WORDS, ALL KIDS THAT GO TO CLOVERDALE WOULD GO TO A CERTAIN LEAGUE.

Q WELL, IN COMPUTING THAT FIFTEEN THOUSAND POPULATION, DO YOU COUNT BLACK PEOPLE AS WELL AS WHITE PEOPLE?

A YES, SIR. ANY PERSON THAT LIVES WITHIN THAT AREA.

Q NOW, HOW WOULD I GO ABOUT -- OR LET'S SAY MR. DEES AND I HAD PUT TOGETHER SIX TEAMS FOR A LEAGUE, AND THREE OF THOSE TEAMS WERE BLACK, PREDOMINANTLY BLACK, AND THREE OF THEM WERE PREDOMINANTLY WHITE, BECAUSE OF THE AREAS IN WHICH THEY CAME FROM, LET'S SAY; HOW WOULD WE GO ABOUT GETTING A FRANCHISE WITH DIXIE LEAGUE?

A FIRST OF ALL, YOU WOULD HAVE TO DETERMINE WHETHER THE AREA THAT YOU WANT TO OPERATE IN IS ALREADY THE AREA OF AN ESTABLISHED LEAGUE. NOW, IF THIS AREA IS WITH AN ESTABLISHED LEAGUE, YOU WOULD GO TO THAT LEAGUE AND SAY, "LISTEN, WE HAVE GOT SIX TEAMS OVER HERE, AND WE WANT OUR OWN LEAGUE. SO, THEY COULD, OR WOULDN'T NECESSARILY HAVE TO, GIVE YOU PERMISSION. ONCE YOU DID GET THE PERMISSION, THOUGH, YOU WOULD APPLY TO DIXIE YOUTH BASEBALL FOR A FRANCHISE. AND THAT FRANCHISE, PROVIDED YOU PAID YOUR FEES, AND PROVIDED YOU AGREED TO PLAY

BY OUR RULES, WOULD BE GRANTED. WE WOULD BE HAPPY TO GRANT IT.

Q IS IT YOUR TESTIMONY THAT AN INTEGRATED LEAGUE, SUCH AS I OUTLINED, WOULD, IN FACT, BE GRANTED A FRANCHISE --

A (INTERRUPTING) YES, SIR.

Q (CONTINUING) -- BY DIXIE YOUTH BASEBALL?

A I WOULD HAVE NO KNOWLEDGE OF WHAT COLOR THESE BOYS ARE, BECAUSE OUR APPLICATION HAS NO REFERENCE TO COLOR, WHATSOEVER.

Q DO YOU, OR DO THE REPRESENTATIVES OF DIXIE YOUTH BASEBALL, GO TO THESE PEOPLE OR DO THE PEOPLE COME TO YOU?

A THEY COME TO US.

Q EXPLAIN THE MECHANICS OF THAT, AS FAR AS SOLICITATION OF ADDITIONAL LEAGUES, HOW THAT WORKS.

A WELL, TO BEGIN WITH, AS I SAID, I AM A VOLUNTEER IN THE PROGRAM, AND WITH EACH ADDITIONAL LEAGUE MEANS ADDITIONAL WORK, AS FAR AS I AM CONCERNED. BUT FOR THAT REASON, I DON'T HAVE TIME, OR MAYBE THE ENERGY, TO GO OUT AND RECRUIT LEAGUES. BUT IF A LEAGUE IS INTERESTED IN BEING FORMED, THEY SIMPLY WRITE ME AND SAY, "WE WOULD LIKE THE FRANCHISE," AND I CHECK THEIR TERRITORY TO SEE IF THEY ARE NOT OPERATING WITHIN THE BOUNDARIES OF ANOTHER LEAGUE, ALREADY, AND THEN WE GRANT THEM THE FRANCHISE. I PUT MY PERSONAL ENDORSEMENT ON THE APPLICATION.

Q I BELIEVE THE FRANCHISE FEE, ACCORDING TO PLAINTIFFS' EXHIBIT NO. 52, IS THIRTY-SIX DOLLARS?

A IT IS SIX DOLLARS PER TEAM. NOW, OUR LEAGUES VARY FOUR, FIVE AND SIX TEAMS; IT IS SIX DOLLARS PER LEAGUE.

Q ALL RIGHT. AND IS THERE ANYTHING OTHER, FINANCIALLY, THAT THESE LEAGUES MUST DO?

A THERE IS A STATE FEE, THERE, OF TWELVE FIFTY. NOW, THIS FEE GOES TO HELP ME IN MY EXPENSES, BECAUSE I DO A GREAT DEAL OF MAILING; I DO A GREAT DEAL OF PHONING DURING THE BASEBALL SEASON; AND OCCASIONALLY, I AM INVITED TO COME TO A CIVIL CLUB TO SPEAK, OR I AM INVITED TO GO TO MOBILE TO A -- FUNCTION THERE. AND THAT IS HOW THIS MONEY IS SPENT.

Q DO THE LEAGUES HAVE TO FURNISH INSURANCE FOR THE TEAMS?

A THEY INSURE THEIR OWN BOYS.

Q IS THAT A REQUIREMENT?

A NOT REALLY, BUT IT IS CERTAINLY ENCOURAGED, BECAUSE, AS YOU KNOW, ONE INJURY CAN -- WITHOUT INSURANCE, IT IS ROUGH ON PARENTS, SO WE ALMOST MAKE IT MANDATORY THAT THEY CARRY SOME TYPE OF INSURANCE.

Q NOW, IN YOUR POSITION AS STATE COMMISSIONER --

A (INTERRUPTING) STATE DIRECTOR.

Q STATE DIRECTOR -- DO YOU KNOW WHETHER, IN FACT, BLACK BOYS DO PARTICIPATE IN DIXIE YOUTH BASEBALL, NOT ONLY IN MONTGOMERY, BUT THROUGHOUT THE STATE OF ALABAMA?

A YES, SIR. I WOULD SAY MOST OF OUR LEAGUES PLAY ON SOME MUNICIPAL PARK, EITHER -- IF IT IS NOT THEIR PARK, THE LIGHTS ARE FURNISHED BY THE CITY. THAT IS THE EXTENT OF THE CITY'S PART IN OUR PROGRAM IN MONTGOMERY, IS THE FACT THAT, SO FAR AS I KNOW, THEY OWN THE LAND ON WHICH WE PLAY. THEY DETERMINE AND DO A CERTAIN AMOUNT OF MAINTENANCE ON THAT FACILITY, AND THE LAST THING IS THAT THEY PAY THE LIGHT BILL. ANYTHING OTHER THAN THAT, OUR LOCAL LEAGUES DO THROUGH THEIR OWN FINANCING, WHICH IS GENERALLY OPERATING THE CONCESSION STAND, OR HAVING A BARBECUE, OR SOMETHING LIKE THAT.

Q THE CITY JUST PROVIDES THE LEAGUE WITH A PLACE TO PLAY?

A THAT IS RIGHT. IT IS A HAPPY RELATIONSHIP, SO FAR AS OUR LEAGUES ARE CONCERNED, BECAUSE THIS IS A REAL BOOST, JUST THE PAYING OF THE LIGHT BILL.

Q IN THIS BROCHURE THAT MR. DEES HAS INTRODUCED AS PLAINTIFFS' EXHIBIT 53, YOU SAID THESE WERE THE ALLSTAR TEAMS FOR LAST YEAR?

A YES, SIR.

Q I BELIEVE ON YOUR ALLSTAR TEAMS, YOU DID HAVE REPRESENTATION BY SOME BLACK PARTICIPANTS?

A YES, SIR.

Q THAT WOULDN'T MEAN THAT YOU HAD ONLY BLACK PARTICIP

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION

GEORGIA THERESA GILMORE, ET AL.,

PLAINTIFFS

vs.

CITY OF MONTGOMERY, ALABAMA, ET AL.,

DEFENDANTS

CIVIL ACTION
NO. 1490-N

DEPOSITION OF MR. ALLYN McKEEN,

TAKEN PURSUANT TO NOTICE AND SUBPOENA DUCES TECUM ON BEHALF OF THE PLAINTIFFS, IN ROOM 207, U. S. POST OFFICE AND COURT HOUSE BUILDING, MONTGOMERY, ALABAMA, BEFORE CHRISTINE WILCOX, REPORTER AND NOTARY PUBLIC FOR THE STATE OF ALABAMA AT LARGE, ON MONDAY, OCTOBER 19, 1970, COMMENCING AT 10:45 A.M.

APPEARANCES

HORRIS S. DEES, JR., ESQ. AND JOSEPH J. LEVIN, JR., ESQ., LEVIN AND DEES, 210 WASHINGTON BUILDING, MONTGOMERY, ALABAMA, ATTORNEYS FOR THE PLAINTIFFS.

JOSEPH D. PHELPS, ESQ., HILL, ROBISON, BELSER AND PHELPS, 36 SOUTH PERRY STREET, MONTGOMERY, ALABAMA; AND ALSO

MR. ALLYN McKEEN, OF LAWFUL AGE, HAVING BEEN FIRST DULY SWORN, WAS EXAMINED AND TESTIFIED AS FOLLOWS:

DIRECT EXAMINATION

BY MR. DEES:

Q I BELIEVE YOU ARE MR. ALLYN McKEEN?

A THAT IS RIGHT.

Q SPELLED A-L-L-Y-N?

A THAT IS CORRECT.

Q ALL RIGHT. MR. McKEEN, YOU HAVE BEEN EXPLAINED, PRIOR TO BEGINNING THIS DEPOSITION, THE RIGHT FOR YOU TO SIGN THIS DEPOSITION. DO YOU WAIVE THAT RIGHT OF SIGNATURE?

A I DO.

Q MR. McKEEN WHAT IS YOUR ADDRESS IN MONTGOMERY, ALABAMA.

A YOU MEAN MY HOME ADDRESS?

Q YES, SIR.

A 3221 MASTIN LANE.

Q AND I BELIEVE YOU ARE ASSOCIATED WITH McKEEN AND WILSON SPORTING GOODS COMPANY?

A THAT IS CORRECT.

Q MR. McKEEN, ARE YOU CONNECTED WITH THE BABE RUTH LEAGUE OF MONTGOMERY?

A I AM.

Q WHAT IS THE NAME OF THAT ORGANIZATION?

A THAT IS IT. IT IS JUST THE BABE RUTH LEAGUE. AND WE HAVE A CITYWIDE ORGANIZATION OF THE VARIOUS LEAGUES. AND THEN YOU HAVE FOUR LEAGUES THAT HAVE INDIVIDUAL NAMES.

Q NOW, WHAT IS YOUR CAPACITY IN THIS ORGANIZATION?

A WELL, IT IS ABOUT NINETY-EIGHT PERCENT HONORARY. I AM COMMISSIONER OF THE BABE RUTH LEAGUES IN MONTGOMERY.

Q WHAT IS THE OFFICIAL NAME OF THE ORGANIZATION IN MONTGOMERY?

A JUST THE BABE RUTH LEAGUES OF MONTGOMERY, CITY ORGANIZATION.

Q AND DO YOU HAVE A BOARD OF DIRECTORS --

A (INTERRUPTING) NO, SIR.

Q (CONTINUING) -- OF THE CITYWIDE ORGANIZATION?

A NO, SIR.

Q NOW, WHAT --

A (INTERRUPTING) THERE ARE ONLY TWO -- LET ME INTERRUPT THERE. THERE ARE ONLY TWO OFFICERS OF THE CITYWIDE MONTGOMERY BABE RUTH LEAGUE, AND THAT IS MYSELF, AS COMMISSIONER, AND J. B. MCCASLIN, AS SECRETARY, AND WE HAVE ONE MEETING A YEAR. AND THAT IS IT.

Q I SEE. NOW, WHAT ARE THE NAMES OF THE LEAGUES THAT

LEAGUES THAN I DO.

Q IS THERE ANY RULE, AT EITHER THE STATE OR THE DISTRICT OR THE LOCAL LEVEL, AGAINST BLACK CHILDREN PARTICIPATING IN BABE RUTH BASEBALL?

A TO THE BEST OF MY KNOWLEDGE, THERE IS NONE, WHATSOEVER.

Q IS IT YOUR UNDERSTANDING THAT BLACK BOYS DID, IN FACT, PARTICIPATE HERE IN MONTGOMERY, DURING THE 1970 BASEBALL SEASON?

A IT IS MY UNDERSTANDING, BUT FROM MY ACTUAL KNOWLEDGE, I DO NOT KNOW.

Q HOW MANY TEAMS DO WE HAVE IN MONTGOMERY -- OR HOW MANY TEAMS OF BABE RUTH ARE IN EXISTENCE IN MONTGOMERY?

A I AM NOT SURE I CAN TELL YOU. THERE ARE FROM FOUR TO SIX TEAMS IN EACH LEAGUE.

Q AND WE ONLY HAVE FOUR LEAGUES, AS YOU HAVE OUTLINED?

A THAT IS CORRECT.

Q HOW WOULD YOU GO ABOUT GETTING A FRANCHISE FOR BABE RUTH BASEBALL?

A WELL, YOU WOULD HAVE TO MAKE AN APPLICATION TO THE STATE ORGANIZATION. ALL BABE RUTH LEAGUE TEAMS IN THE STATE OF ALABAMA ARE FRANCHISED FROM THE STATE ORGANIZATION, NOT FROM THE NATIONAL. THERE COULD NOT BE ONE FRANCHISED IN THE CITY OF MONTGOMERY, OTHER THAN THOSE WE HAVE, BECAUSE ALL OF THE AREA

IS NOW TAKEN UP BY EXISTING LEAGUES.

Q COULD AN ADDITIONAL TEAM ENTER INTO THE LEAGUES THAT WE HAVE HERE NOW?

A A TEAM COULD MAKE AN APPLICATION TO THE LEAGUE FOR ADMITTANCE. THE ONLY THING THAT MIGHT PREVENT THEIR BEING ADMITTED WOULD BE THAT IF THEY DID NOT HAVE SUFFICIENT TIME TO SCHEDULE THE GAMES -- IN OTHER WORDS, THIS IS WHAT I AM GETTING AT.

A FIELD CAN ACCOMODATE ONLY SO MANY TEAMS. IF THEY ALREADY HAVE SIX TEAMS PLAYING, THEY PROBABLY COULD NOT COME IN AS A NEW TEAM. THEY WOULD HAVE TO APPLY TO ONE OF THE EXISTING TEAMS. IF THEY HAD LESS THAN SIX TEAMS, IT IS PROBABLE THAT THEY COULD COME IN AS A TEAM. BUT THAT WOULD BE UP TO THE INDIVIDUAL LEAGUE.

Q THERE ARE DIVISIONS, I BELIEVE, WITHIN THESE VARIOUS LEAGUES, AREN'T THERE?

A OH, YES -- WELL, NO, NOT NOW. BY DIVISIONS, THERE WERE, BUT IN THE GRAY LEAGUE THERE WERE TWO DIVISIONS, BUT THEY ARE NOW TWO SEPARATE LEAGUES.

Q WELL, NOW, IF MR. DEES AND I HAD A TEAM WITH SIX BLACK BOYS AND THREE WHITE BOYS ON IT, WOULD THAT TEAM -- IT COULD BE SCHEDULE TIMEWISE AND GEOGRAPHIC-WISE, WOULD THAT TEAM BE FRANCHISED, AS FAR AS YOU KNOW?

Track at Black Carver High School

U. S. DIST. COURT - MIDDLE DIST. - ALA.

PLAINTIFF'S EXH 112

U. S. DIST. COURT - MIDDLE DIST. - ALA.
PLAINTIFF'S EXH 110

Drinking Facilities at Black Park

[redacted]

U. S. DIST. COURT - MIDDLE DIST. - ALA.

PLAINTIFF'S EXH 127

U. S. DIST. COURT - MIDDLE DIST. - ALA.

PLAINTIFF'S EXH 105

Ala'45

[redacted] Recreation Center

Inter Park League -- National League

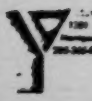
Monday & Wednesday

Date	Teams	Time	Date	Teams	Time
June 17			July 19		
Carver Vs. Bob Cat		6 p.m.	Boy Club vs. Bob Cat		6 p.m.
Holtom Park Vs. Boy Club		8 p.m.	Carver vs. Holtom Park		8 p.m.
June 21			July 21		
Boy Club vs. Bob Cat		6 p.m.	Carver vs. Boy Club		6 p.m.
Carver vs. Holtom Park		8 p.m.	Bob Cat vs. Holtom		8 p.m.
June 26			July 26		
Carver vs. Boy Club		6 p.m.	Holtom Park vs. Boy Club		6 p.m.
Bob Cat vs. Holtom Park		8 p.m.	Bob Cat vs. Carver		8 p.m.
June 28			July 31		
Holtom Park vs. Boy Club		6 p.m.	Carver vs. Holtom Park		6 p.m.
Bob Cat vs. Carver		8 p.m.	Bob Cat vs. Boy Club		8 p.m.
July 13			August 2		
Carver vs. Holtom Park		6 p.m.	Bob Cat vs. Holtom Park		6 p.m.
Bob Cat vs. Boy Club		8 p.m.	Boy Club vs. Carver		8 p.m.
July 12			August 9, 10, 11		
Bob Cat vs. Holtom Park		6 p.m.	Play off		
Boy Club vs. Carver		8 p.m.	Top 3 teams, both League		
July 17					
Carver vs. Bob Cat		6 p.m.			
Holtom Park vs. Boy Club		8 p.m.			

U. S. DIST. COURT - MIDDLE DIST. - ALA

PLAINTIFF'S EXH 5

Oct 6 '64 7



BOARD OF MANAGEMENT
[illegible]

LITTLE LEAGUE ALLSTARS NOTES

1. Carver---G
2. Gibbs Village---SS
3. Gibbs Village---C
4. St. Jude---3b
5. Boys Club---Little
6. St. Jude---SS
7. Boys Club---2b
8. Carver---3b

YMCA
John Howard,
Coach

[illegible]

U. S. DIST. COURT - MIDDLE DIST. - ALA.
PLAINTIFF'S EXH 7

Clyde Key 8

[illegible] Richardson
President
L. L. Gordon
Vice-President
Mrs. Kaye Franklin
Secretary
Asbury E. Ashby
Treasurer
Dave Bradford
Chairman of Finance

CAPITAL CITY BOYS' CLUB, Inc.

2000 Boys' Club Road
MONTGOMERY, ALABAMA 36108
WILLIAM FRANKLIN, Executive Director
Phone 265-1101

DIRECTORS
James Bell
Jerome E. Bloch, Jr.
P. M. Blue
Dave Bradford
Wilson Bristow
Cleveland Brown
T. W. Campbell
Harvey de Tavenne
Jack Eley
Ellis Ford
John H. Ford
Mrs. Kaye Franklin
L. L. Gordon
Johnnie Graham
Richard Grant
Bobby Jackson
Hunter Johnson
Dr. Hiram W. Jones
Willie Jones
Atty. Charles D. Langford
Charlie Perkins
Edward Pressley
Mrs. Kenny Pressley
Garbett Richardson
Franklin Riley
James Shirley
Mrs. Emma Scott
Herbert T. Sorrowy
Mrs. Katie Spiva
H. O. Thompson
Mrs. Lucile Tinus

LITTLE LEAGUE ALL STAR BASE POSITION	CHARLES JOHNSON TEAM
1. Elm....C	Carver
2. R. Mills.....2B	Gibbs Village
3. Terrence.....SS	Y.M.C.A.
4 C. Hill.....3B	Gibbs Village
5. G. Phillip...L.F.	Gibbs Village
6. Hargroves....1.B	St. Jude
7. R. Dickerson..R.F.	Carver
8. R. Wilshow....C.F.	Gibbs Village

"AN INVESTMENT IN BOYS PAYS DIVIDENDS"

U. S. DIST. COURT - MIDDLE DIST. - ALA.

PLAINTIFF'S EXH. 8

Pltf's Exh 9

Dexter Avenue Baptist Church

To : Mr. William Brennon
From: Robert N. Williams
In Re:Baseball teams

Two or three of the deacons of the Dexter Avenue Baptist Church advised me to turn in the following names to participate in the City's Recreational Baseball Program this summer. Please be reminded that the Deacon Board nor the Congregation have given their approval of this action yet, however,I feel reasonable sure that they will not favorable.

Listed below are the tentative names under the division in-which they will play:

LITTLE LEAGUE

1. Edward Wood
2. Gregory Brown
3. Willie Stringer
4. William Gary
5. Louis Grayson
6. James Warren
7. Cedric Jordan
8. William Minter
9. Bryon Bragg
10. Alexander Townsend
11. James Townsend
12. [illegible]
13. Michael Davis
14. [illegible]
15. [illegible]
16. Vandiver ?
17. Bryant ?

BABY RUTH LEAGUE

1. Richard Williams
2. Stanley Sanders
3. Reginald Sanders
4. Paul Brenne
5. Arthur Stringer
6. James Moore
7. Jefferson Underwood
8. Duron Dandy
9. Eric James
10. Charles Scott
11. Stanley Daniel
12. Junior Simpson
13. Martin Taylor

Now Mr. Brennon I feel sure that I will be able to get a couple more boys for the Baby Ruth Division, I am also making an effort to get birth certificates.

U. S. DIST. COURT - MIDDLE DIST. - ALA.

PLAINTIFF'S EXH 9

Atty's Ex 10

CLEVELAND AGGIES MIDGET TYKE LITTLE LEAGUE ROSTER 1969

	NAME	AGE	ADDRESS	BIRTH DATE
1.	Ronald Abrams	12	[redacted]	
2.	Willie G. Abre	12	1610 Aaron Street	12/5/57
3.	Johnny Boswell	12	510 Liberty Street	8/5/56
4.	Glenn Caffey			
5.	Wayne Carter	11	346 Troy Street	6/2/57
6.	Ronnie Davis	12	313 Wade Street	7/3/56
7.	Kenneth Fields	12	316 Troy Street	3/3/57
8.	Gary Henderson	11	1113 Aaron Street	1/5/57
9.	Willie London	12	323 Troy Street	2/27/57
10.	Arthur Johnson	12		
11.	Ray Prowitt	11	Virginia Avenue	11/8/57
12.	Willie A. Stallworth	12	409 Underwood Street	5/19/57
13.	Freddie Mason	12		12/27/56
14.	Dwight Stenson	12		8/25/56
15.	Willie Earle	12	340 Lake Street	10/5/56
15.				
17.				
18.				
19.				
20.				

L. C. Whitstone (Jan: 9-1-69) —— 3/— Playing Date

John Eddie Howard, Coach

Robert E. Jones, Physical Director

U. S. DIST. COURT - MIDDLE DIST. - ALA.

PLAINTIFF'S EXH 10

Plfs' Ex 19

RESOLUTION

WHEREAS, the City of Montgomery, Alabama, upon the abandonment of the City Infirmary, about the year 1910, took possession of and has retained open and notorious possession, since that time, of the following described property:

> Beginning at a point on the east side of South Perry Street, said point being 466' south of the southeast corner of South Perry and South Street, thence south along the east side of South Perry Street 147' to the northeast corner of South Perry Street and Jefferson Davis Avenue (formerly Winnie Street), thence east along the north side of Jefferson Davis Avenue 305' to the northwest corner of Jefferson Davis Avenue and South Lawrence Street, thence north along the west side of South Lawrence Street 96' to a point, said point being 515.6' south of the southwest corner of South and South Lawrence Street, thence west 151', thence north 50', thence west 153' more or less to the point of beginning, being that property formerly known as the City Infirmary Property; and,

WHEREAS, after taking possession of the hereinabove described property, a public park was developed and operated by the City of Montgomery thereon and the property has remained a park since that time; and,

WHEREAS, after the creation and organization of the Park and Recreation Board of the City of Montgomery, Alabama, the City of Montgomery, while retaining its claim to the property, transferred the operation and maintenance of the park, located thereon, to the said Board; and,

WHEREAS, on January 1, 1959, the said park was closed to the public and has not been reopened to the public since that date; now, therefore,

> BE IT RESOLVED that the transfer of operational control and maintenance over said property to the Park and Recreation Board be and the same is hereby revoked and that the land be and the same is hereby freed of any and all control by the said Park and Recreation Board; and,

WHEREAS, it is now determined by the Board of Commissioners that the said property is not needed further as a public park and is not needed for any public or municipal purposes or purpose; now, therefore,

> BE IT FURTHER RESOLVED that the said land shall cease to be used for park and recreational purposes and the same is declared to be excess property and not needed for public or municipal purposes.

U. S. DIST. COURT - MIDDLE DIST. - ALA.

PLAINTIFF'S EXH 19

AN ORDINANCE No. 7-61

WHEREAS, the property hereinafter described and known as Perry Street Park or City Infirmary Property, has, by resolution this day passed by the Board of Commissioners of the City of Montgomery, Alabama, been released from the operation, control and maintenance of the Parks and Recreation Board of the City of Montgomery, Alabama; and,

WHEREAS, the Board of Commissioners is of the opinion that said property is no longer needed as a public park in the City of Montgomery, Alabama, or for any other public or municipal purposes. Now, therefore,

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MONTGOMERY, ALABAMA, AS FOLLOWS:

1. That that certain public park, heretofore known as Perry Street Park or City Infirmary Property, the property of which park is located in the City and County of Montgomery, Alabama, and is described as follows:

Beginning at a point on the east side of South Perry Street, said point being 466' south of the southeast corner of South Perry and South Streets, thence south along the east side of South Perry Street 147' to the northeast corner of South Perry Street and Jefferson Davis Avenue (formerly Winnie Street), thence east along the north side of Jefferson Davis Avenue 305' to the northwest corner of Jefferson Davis Avenue and South Lawrence Street, thence north along the west side of South Lawrence Street 96' to a point, said point being 515.6' south of the southwest corner of South and South Lawrence Streets, thence west 151', thence north 50', thence west 153' more or less to the point of beginning, being that property formerly known as the City Infirmary Property;

be and the same is hereby declared to be no longer a City Park in the City of Montgomery, Alabama, and is no longer needed for any other public or municipal purposes; and,

WHEREAS, the Board of Commissioners has determined that the value of said property is Eighteen Thousand ($18,000.00) Dollars, and the said Board has received an offer from the Young Men's Christian Association of Montgomery, Alabama, to purchase said property at and for said price, said property to be devoted to the use of the said Young Men's Christian Association of Montgomery, Alabama, in the construction and operation of an athletic, health, and recreational and religious facility.

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PLAINTIFF'S EXH 19 (p. 2)

Now, therefore,

BE IT FURTHER ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MONTGOMERY, ALABAMA, AS FOLLOWS:

2. That the offer of the Young Men's Christian Association of Montgomery, Alabama, to purchase the property formerly operated as Perry Street Park be and the same is hereby accepted and that the President of the Board of Commissioners be and he is hereby directed to execute on behalf of the City of Montgomery, Alabama, a deed conveying the following described property, located in the City and County of Montgomery, State of Alabama, to the said Young Men's Christian Association of Montgomery, Alabama, viz:

Beginning at a point on the east side of South Perry Street, said point being 466' south of the southeast corner of South Perry and South Streets, thence south along the east side of South Perry Street 147' to the northeast corner of South Perry Street and Jefferson Davis Avenue (formerly Winnie Street), thence east along the north side of Jefferson Davis Avenue 305' to the northwest corner of Jefferson Davis Avenue and South Lawrence Street 96' to a point, said point being 515.6' south of the southwest corner of South and South Lawrence Streets, thence west 121', thence north 50', thence west 153' more or less to the point of beginning, being that property formerly known as the City Infirmary Property;

upon the terms and conditions set forth in a deed, a copy of which is attached hereto and made a part hereof, and to deliver said deed upon the receipt of Eighteen Thousand ($18,000.00) Dollars.

3. This ordinance shall take effect as provided by law, after passage, approval and publication.

Published - ala - Journal
February 18, 1961

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PLAINTIFF'S EXH 19 (p. 2)

MLK 46-22

BOARD OF DIRECTORS

November 8, 1965

[illegible]

Roll Call and Minutes

[illegible] with a accepted our invitation to Board membership but already had a commitment for today.

Report on Tillie Walker

Joel is out with an infected foot following the removal of a toe nail.

1. Financial Report . . . . . Charles Kohn
2. Building Fund Collections . . . . . Gus Dozier
3. United Appeal Report and Request . . . . Frank McGough
4. City Recreation Report . . . . . Mayor Earl James
5. "Y" Camp Report . . . . . Dr. Robert Parker
6. Boys Work Project. . . . . Monk Kohn
7. Cleveland Avenue Report . . . . . Bill Gordy
8. World Service Report . . . . . Bill Gordy
9. Personnel Report . . . . . Minnie Truett
10. Southeast Property . . . . . Bob Steiner

U. S. DIST. COURT - MIDDLE DIST. - ALA.

PLAINTIFF'S EXH 22

Plfs' Ex 28

MINUTES
MONTGOMERY Y.M.C.A. BOARD OF DIRECTORS MEETING

March 2, 1956

The Board members were the guest of the President, Mr. Carl Bear, at a dinner meeting at the Governor's House Motel.

The meeting was opened with prayer by Mr. Tom Jones and the following members were present:

D. F. Arant	Fred Hardy	A. B. McFerrin
Max Baum	Mayor Earl James	Frank McGough
Carl Bear	Earle D. Kitchen	John Neill
Winton Blount	Dave Larson	Dr. Robert Parker
John Borden	Duncan Liles	James Pruett
Fletcher Childs	Bill Lyerly	Don M. Smith
Gus Dozier	Ray Marshall	Rush Stallings
Dr. Paul Everest	Oakley Melton	C. Ed. Teague
Bill Gordy	Howard McElhaney	Adolph Weil, Jr.
W. Tom Jones	Bill Chandler	Streeter Wiatt

Mr. Blount gave the report of the Long Range Study Committee, copy of which is attached to these minutes. Items 1, 2 and 3 were presented but did not call for action by the Board. Attention was called to the new regulation proposed for government agencies related to the United Appeal.

Mr. Baum moved that the recommendations on Endowments, Bequests be adopted. The motion was seconded by Mr. McGough and unanimously passed. These recommendations are listed below:

1. A program for bequests through the Trust Department of the Banks and the Attornies.

2. A direct contact with each Board and Branch Board member to ask him to include the Y.M.C.A. in his will.

3. A current endowment program. At present we have received 5% of the income each year from the Smith Trust at the First National Bank and the Prattville Branch receives income from the sale of property that has been placed in endowment and from the Smith Trust.

Mr. Blount reviewed the capital accounts of the Montgomery Y.M.C.A. and suggested that the pledges in arrears should not be considered as true assets. He reported that the projected improvements of the Central Branch should produce 300 new members and an income of $12,500 per year. The increased cost should not exceed $6500; thus providing $6000 new dollars per year for operation. Mr. Blount moved that the Board accept the recommendations of the Committee to borrow up to $100,000 for the following needs.

Immediate Needs	
1. Addition to Central Branch	$67,500.00
2. Repairs - South	13,000.00
3. Repairs - East	11,500.00
4. Repairs - Cleveland Avenue	2,500.00
5. Negro Camp Site	5,000.00
	$99,500.00

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PLAINTIFF'S EXH 23

Further that the Board approve a capital fund drive not to exceed $750,000 to be conducted in 1968 concurrent with the 100th birthday of the Montgomery Y.M.C.A. This motion was seconded by Mr. Liles with knowledge that a full study would be made of each of the proposed items. Unanimously passed.

Mr. Blount then presented to the Board an addendum to the Committee's recommendations pertinent to a facility in the Chisholm community. A discussion followed in which Mr. Jones emphasized the value of the coordinated efforts of the city and the Y.M.C.A. and the possibility of a combined effort in this area. The President appointed a committee of Mr. Steiner, Mr. Arnat, Mr. Teague and Mr. Lyerly to investigate this need.

Mr. Watt emphasized the importance of a continued maintenance program after the South and East "Y"s were brought back up.

Mr. Jones moved that the Endowment Committee begin work immediately and that the members suggested by the Long Range Study Committee be asked to serve on this Committee. The motion was seconded by Mr. McElhaney unanimously passed. Mr. Max Bunn was asked to serve as temporary chairman.

Mr. Larson stated that he felt that the Chisholm program would be a vital asset to our capital fund endeavor and suggested that it be included. He reported on the Sustaining Membership Drive and asked each Board member complete his contacts as soon as possible.

A discussion followed in regard to the subsidy funds needed for the facilities approved in the Long Range Report and the General Secretary was asked to make a thorough study and report on this item.

The President announced that Mr. Cordy and the General Secretary would attend the Area Council meeting in Atlanta Friday and Saturday, March 4th & 5th.

Submitted by:

WILLIAM C. CHANDLER
GENERAL SECRETARY

WCC/ab
enclosure

U. S. DIST. COURT - MIDDLE DIST. - ALA.
PLAINTIFF'S EXH 23 (D.2)

Plfs' Exh 24

TO: PARKS AND RECREATION BOARD
ALL PARK AND RECREATION DEPARTMENT PERSONNEL
COMMUNITY CENTER BOARD CHAIRMEN
Y.M.C.A. PERSONNEL
Y.M.C.A. BRANCH CHAIRMEN

Gentlemen:

In an effort to improve our services to the youth of our city a special committee composed of members of the Boards of the Park and Recreation Department and the Y.M.C.A. and the key staff from each organization have made a study of areas of service. It is our hope that we can reach boys and girls in the finest program in the South and with the minimum of duplication of effort.

To this end I am asking that you meet with Mr. Florian Streetwagon, Chairman of the Board of the Park and Recreation Department; Mr. Carl Bear, President of the Y.M.C.A.; and me on Tuesday afternoon, November 9th, to review this study and to consider implementation thereof. The meeting will be held at the Recreation Office, Oak Park Pavilion at 5:15 p. m.

Thank you.

Sincerely,

Earl D. Jones, Mayor
City of Montgomery

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PLAINTIFF'S EXH 24

Y.M.C.A.

Carl W. Bear	Bear Brothers
Dave Larsen	DeShields-Larsen, Normandale
Rush Stallings	Rush Stallings
George Monroe	Monroe Cardinal Hospital
Ike Groce Parkman	Ashley
Walter Tyson	Smith & Tyson
John Barnett	South Y.M.C.A.
Jim Raiha	East Y.M.C.A.
Bob Pike	South Y.M.C.A.
Ted Cason	East Y.M.C.A.
Noel Smith	Central Y.M.C.A.
Bonnie Floyd	Central Y.M.C.A.

* * * * *

I suggest that we do not include the Negro staff members or Board members.

Frantz Wilson	Cleveland Avenue
W. E. Thompson	Carver High School

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PLAINTIFF'S EXH 24(P.2)

Pltf's Ex 49

MINUTES OF MEETING
PARKS AND RECREATION BOARD
November 13, 1958

The meeting was called to order at 2:30 by the chairman. The following members were present: Mrs. James Pitts Hill, Chairman; Mr. Frank Hope, Rev. Louis Armstrong; Father Malcolm Rafferty; and Mr. F. A. Dirgsburger. The meeting was opened with prayer by Father Rafferty.

MINUTES OF MEETINGS -- The minutes of the Board meeting held on October 21, 1958, were read. It was suggested that in the future the discussion be omitted from the minutes, and that only the motions made and actions taken be recorded.

BUDGET REPORT -- Copies of the budget report for October were distributed. All items appear to be within the budget except the garage account.

SHOWER CURTAINS AND HI-FI RECORD PLAYERS -- The Board was advised that the hi-fi record players have been ordered and should be delivered next week. The shower curtains have been installed in the community centers.

TENNIS COURTS -- The matter of new tennis courts was discussed again. A motion was made, seconded and carried that the tennis courts be considered again in January.

CARVER COMMUNITY CENTER -- It was brought out that the city has not yet installed a street light in the front of this building. A motion was made, seconded and carried that this matter be called to the attention of the traffic and lighting engineer, and that he be requested to install a street light at this location.

YMCA -- Mr. Hope reported on a meeting with representatives of the YMCA. Copies of a proposed agreement, as prepared by Mr. Rex Lane, were distributed to Board members, along with a separate sheet with a recommended change in Item 7 of the agreement. A motion was made, seconded and carried that this proposed agreement, with the suggested amendment in Item 7, be accepted, provided the proposed amendment is approved by the YMCA.

JUNIOR HIGH SCHOOL FOOTBALL PROGRAM -- The junior high school football program was discussed briefly. A motion was made, seconded and carried that a definite decision be made in January on whether or not to continue this program.

PERSONNEL FOR THE GLOVERDALE COMMUNITY CENTER -- Mr. Baker stated that this building will probably be turned over to the Department in a short time, and plans are being made to secure the personnel needed for this center. Mr. Baker stated that he had talked with Mrs. Nancy Stubbs, who was formerly at Ballingrath, and that she would be available for Gloverdale. No objection was offered to the employment of Mrs. Stubbs. Mr. Andrews told the Board that he has received a list of eligible people from the Personnel Department, and is contacting those people in regard to part time jobs at the Gloverdale Center.

RULE PROHIBITING SCHOOL AGE CHILDREN FROM ACTIVITIES IN THE CENTER AFTER 7:00 P.M. -- Mr. Frederick told the Board that he had received a request from some one who desired to hold an invitational basketball tournament. This person would like to have this rule set aside so that the tournament could be played off in a week, which would necessitate the use of the Center at night during the week by school children. After discussion a motion was made, seconded and carried that our rule in regard to school night activities be strictly adhered to.

At this point the Board went into executive session.

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DEFENDANT'S EXH. 49

Offer 24 27

MONTGOMERY RECREATION DEPARTMENT - Y.M.C.A. COORDINATION COMMITTEE

OBJECTIVES

The objectives of the Coordination Committee will be to coordinate the programs of the Montgomery Recreation Department and Y.M.C.A. in order to provide the maximum recreation program to the people of Montgomery with a minimum overlapping of these services offered, to supplement the work of each other and to make plans to reach those who are not reached in the more popular program areas; to eliminate the pressures of more than one agency vying for the same participant in any of our recreation programs.

MEMBERSHIP

The committee shall be composed of three members of the Recreation Board and three members of the Y.M.C.A. Board. The Mayor, Recreation Superintendent and Y.M.C.A. General Secretary shall be ex-officio.

MEETING

The committee shall meet annually at a time close to the beginning of the school year to review this agreement.

A meeting of the Board Chairman and Staff of each Y.M.C.A. and Community Center will be held annually to review the agreement and propose improvements.

Special meetings of the committee can be called by the Chairman of the Recreation Board and the Y.M.C.A. President.

Areas to be covered in the agreement:

1. Athletics - Football, Basketball, Softball, Baseball, Track and Swimming.
2. Club Programs.
3. Coordination of programs in the Community Centers and Y.M.C.A.'s located in the same area.
4. Informal Education - Ceramics, Art, Bridge, etc.

ATHLETICS

FOOTBALL:

Fields are to be maintained by the Montgomery Recreation Department. On elementary school fields used by the Y.M.C.A. the initial cutting of lines will be done by the Recreation Department. The weekly application of marble dust will be the Y.M.C.A.'s responsibility. The junior high school fields will be maintained and lined by the Recreation Department. The first assignment of junior high school fields will be to the junior high varsity, then to the junior high junior varsity ("B"), and then to the Y.M.C.A.

The Y.M.C.A. will submit an attendance report to the Recreation Department for all activities that are played on the Recreation Department fields and for all programs that are conducted on a cooperative basis. Such reports will be submitted at the close of each season.

The Y.M.C.A. coach and staff members will visit with the playground director prior to each season to clear times and areas for practice and play.

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PLAINTIFF'S EXH 27

[illegible] Junior High League - Regulations set by Alabama High [illegible]

[illegible] Junior High "B" League - Boys in the 7th and 8th grades of junior high school who are not ready for senior high varsity.

[illegible] years old with weight restrictions by age.

Y.M.C.A. - Pre-[illegible] and Boys - 7-10 years old with weight restrictions by age.

The Y.M.C.A. leagues are designed for the elementary age boy and a limited number of the smaller boys who are too small for junior high "B" teams. Any weight changes for 7th graders must be made by the Coordination Committee.

BASKETBALL:

Recreation Department - Junior high school varsity and junior varsity ("B") teams and leagues and "C" teams (who may play Y.M.C.A. league).

Y.M.C.A. - Elementary age leagues.

Recreation Department or Y.M.C.A. - Senior high school boys not playing for high school varsity - "B" teams and men may choose the league(s) they play in. High school boys will not be eligible to play in more than two regularly scheduled games per week; this includes Recreation Department, church, Y.M.C.A. or other.

Boys not playing for elementary or junior high school teams may play in a league in a Community Center or Branch Y.M.C.A.

The Y.M.C.A. director will complete the organization of the elementary age leagues by the first week-end in December and will provide the appropriate community center director with a list of players. Community Center promotion will start no earlier than the Monday following the first week-end in December, and community center leagues will be formed for those boys not playing on the YMCA elementary age teams. The Y.M.C.A. leagues and teams involving junior high school boys will be organized after the community center junior high school program has been set. Boys may not play Y.M.C.A. and junior high school basketball.

All boys will be directed and encouraged to participate in the leagues under the supervision of the Recreation Department in junior high school whose abilities are in keeping with the Recreation Department program, and all elementary boys will be encouraged to play in the Y.M.C.A. leagues.

Churches and other groups forming leagues will comply with the above rules before using the Recreation Department or Y.M.C.A. facilities.

The Recreation Department and the Y.M.C.A. will schedule their own gymnasium activities for their own programs. After the Y.M.C.A. and the Recreation Department have completed their scheduling of the gymnasiums, if space is available, each will be given the opportunity to schedule activities in the community center buildings or the Y.M.C.A. buildings.

BASEBALL:

All baseball programs are directly under the supervision of the Recreation Department.

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PLAINTIFF'S EXH 27 (p. 2)

[illegible]

All swimming programs are the responsibility of the Y.M.C.A.

[illegible]

All men's, church and girls' leagues are directly under the supervision of the Recreation Department.

Y.M.C.A. - Civic Club Softball is under joint sponsorship. The Y.M.C.A. will provide administration and supervision, the Recreation Department will provide facilities.

[illegible]

All junior high school track is under the administration and supervision of the Recreation Department.

The Y.M.C.A. will conduct elementary track during the month of April to be completed the first week end of May. The Recreation Department is responsible for elementary track beginning in May and continuing through the summer.

CLUB PROGRAMS

The Y.M.C.A. and community centers located in the same school and neighborhood areas will exchange their club meeting schedule to avoid conflicts. Every effort will be made to avoid conflicts in scheduling Tri-Hi-Y meetings and girls' athletic programs.

COMMUNITY CENTER - Y.M.C.A.

A committee of one member of the Community Center Council and one member of the Branch Y.M.C.A. Board will be appointed when the community center and Y.M.C.A. operate in the same school district to coordinate the program efforts.

The Floyd Community Center and the South Y.M.C.A. should coordinate their program to avoid duplication of effort.

INFORMAL EDUCATION

Informal education classes should be planned by the community center director and the Y.M.C.A. executive so as to avoid any conflict or duplication of these classes.

November 8, 1949

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PLAINTIFF'S EXH 29 (p.3)

Defs Ex 28

MINUTES OF MEETING
PARKS AND RECREATION BOARD
November 10, 1959

The meeting was called to order at 2:30 P.M. by the Chairman. The following Board members were present: Mrs. James Pitts Hill, Chairman; Mr. Florian Strassburger, Vice-Chairman; Father Malcolm Rafferty and Mr. Jack Hope. The meeting was opened with prayer by Father Rafferty.

BUDGET — There was a brief discussion of the budget for the new program year. It was brought out that the amount for program is the same as for 1958-1959, and that the money which was formerly spent for junior high school football equipment is being used for other programs. Mr. Balser stated that arrangements are being made to dispose of the zoo animals, and that the amount saved in the zoo food account will be left in the budget and can be used for capital outlay.

Mr. Balser read a letter from Mr. C. R. Wood, the director of recreation of Durham, North Carolina, which stated that he will visit this department on a tour of several southeastern and southwestern cities. A motion was made, seconded and carried that a dinner or luncheon meeting be arranged during his visit, so that the Board might be able to go over some mutual problems with Mr. Wood.

MEETING WITH MAYOR NOVEMBER 9 — Mr. Balser reported on the meeting of recreation leaders and center directors with the mayor on November 9. This meeting was called by the mayor with the Board's permission. The purpose of the meeting was to talk over our mutual problems, and ways of expanding the program. The mayor requested rigid economy, and stated that he hoped to get the salaries in this department and other departments up to a better standard. Mr. Balser stated that it was a very refreshing and helpful meeting, and had a stabilizing effect on the employees. After discussion, a motion was made, seconded and carried that the commissioners be notified of the Board's meetings in the future.

OVERTIME — Mr. Balser stated that there would be no overtime for any department, and we have been asked to work our schedule so that overtime will not be required, as it is felt that the overtime has been abused. The status of the park attendants has not been settled.

MEETING WITH YMCA — Mayor Jones has requested that Mr. Hope, Mr. Strassburger and members of our staff and representatives of the YMCA meet in the mayor's office at the earliest possible date to review the agreement made with the YMCA in regard to a coordinated program. It is felt that both this department and the YMCA can operate basketball programs on Saturdays without conflicting with each other. A motion was made, seconded and carried that Mr. Frederick contact representatives of the YMCA and arrange the meeting with the mayor.

SALARIES — Mr. Balser stated that it is proving increasingly difficult to employ qualified recreation leaders at the salary rate now in effect. After discussion, a motion was made, seconded and carried that a recommendation be made that the salary for recreation leader I begin at $250.00 per month, to correspond with that for policemen and firemen.

RIFFLE PARK — There was a discussion of a recommendation to give this property to the Boys Club. Mr. Balser stated that the city attorney and the attorney for the Boys Club are working on the legal angles; however, no decision can be made until the attorneys have finished and made their recommendations.

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PLAINTIFF'S EXH 28

Orig. Ex 29

MONTGOMERY AREA BOARD OF DIRECTORS
FEBRUARY 10, 1969

The opening prayer was given by Mr. Franklin Parker. The minutes were approved as mailed on motion by Mr. Mailpern and second by Mr. McFerrin.

The following members were present:

D. F. Arant	T. O. McDowell
Max Boom	Howard McElheney
Carl W. Boer	A. B. McFerrin
Brightwell, Charles	Frank McGough
Dozier, C. A.	Earl Nix
Everest, Dr. Paul	Franklin Parker
James Gaskell	Dr. Robert Parker
W. J. Gordy	James G. Pruett
Fred Hardy	Don M. Smith
Bobby Mailpern	C. W. Teague
Earle D. Kitchen	John Thompson
Charles Kohn	F. L. Tittle
David L. Larson	Wyatt Shorter
Bill Lyerly	Al Sinclair
Arthur Mead	James Robinson
Oakley Melton	William G. Chandler

Life Member : The President read a letter from Postmaster General Red Blount accepting with pleasure, his election to Life membership.

New Member : Mr. Pruett introduced Mr. James Robinson as a new member of the Board to serve until March of 1971.

Nominating Committee : The President appointed the following Nominating Committee to serve for Board members and Board officers and to report at the March meeting: Charles Brightwell, Chairman; Dr. Robert Parker, T..O. McDowell, Fred Hardy, Arthur Mead and Bobby Mailpern.

Campaign Report : Dr. Parker gave the Campaign Report in the absence of Mr. Gaskell who arrived at the end of this report: To date we have exceeded our goals in the Special Gifts group. Southeast, Central and Prattville expect to reach their quota by the next report meeting and East is planning to extend the drive to reach the goal. Reported to date: $299,000.00

Financial Report : Mr. Brightwell gave the Financial Report and a copy is attached to these minutes. He explained that the report was good, but the most meaningful months in membership income were in May, June and July and the early months did not always hold up.

There is not a Building Fund Report this month.

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EXHIBIT NO. 29

Central Parking Lot : Mr. Tittle requested that the Board approve an appropriation of $6500.00 in advance from the funds to be alloted for the Central "Y" for the immediate construction of a parking lot. The motion was seconded by Mr. Kahn and unanimously passed.

Bart Starr : Mr. Gaskall moved that a resolution be drafted and sent to Bart Starr in appreciation of speaking at the Campaign Kick-Off Banquet. The motion was seconded by Mr. Kershaw and passed unanimously. The President reported that Bart would not accept any compensation for his travel expense or time stating that this was his contribution to the "Y".

Cleveland Avenue : Mr. Kitchen reported that the Cleveland Avenue "Y" had been contacted by the Mayor and requested to submit a proposal for the operation of three pools to be built by the Housing Authority and turned over to the City for operation. The YMCA would have full responsibility for the operation and the cost of the operation would be borne by the City. No action was required.

Campaign : Mr. Gaskall expressed his thanks to the Board for the outstanding work in the Campaign.

Ray Marshall : The President instructed the Secretary to send an appropriate resolution to the family of Ray Marshall who served as a member of the Board for several years and was the first Chairman of the Prattville Branch.

William G. Chandler

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PLAINTIFF'S EXH 29 (p.2)

Orig Cy 30

February 19, 1969

Mayor Earl James
City of Montgomery
Montgomery, Alabama

Dear Earl:

Enclosed are four (4) copies of our proposal for the operation of the pools that are being considered by the Housing Authority and the City of Montgomery. I trust that they will be clear.

At your convenience, I will be glad to meet to discuss the implementation of the proposals.

We are pleased to be a part of this worthwhile program and you will note that the "Y" Staff is making the organizational arrangements as a part of our community responsibility and service. We look forward to the opportunity of serving a larger portion of our population and feel that this contact will lead to other worthwhile programs which will be meaningful to the "Y" and the City, and most important, to the youth who participate.

Thank you.

Sincerely,

William C. Chandler
General Secretary

WCC:eel

Enclosure

cc: Mr. Henry A. Spears
Mr. Don Camp

U. S. DIST. COURT - MIDDLE DIST. - ALA.

PLAINTIFF'S EXH 30

Proposal for Pool Operation by the Cleveland Avenue YMCA

Pool Construction:
1. To be the responsibility of the Housing Authority.
2. Provision made for daytime operation only.
3. Proposed size will be a 30 X 60 foot pool with adequate depth for a 1 meter diving board and minimum depth in shallow end of 36 inches.
4. Pool deck to be 10 feet wide on three sides and 15 feet on diving end.
5. Deck to include adequate drains.
6. Pool drains to recirculate to provide for minimum water usage.

Undetermined Items in Construction:

1. Type of Filter - a strong recommendation for a Sand and Gravel Filter System to offset maintenance and operational cost as well as provide clearer water.
2. Type chlorinator - a strong recommendation for a Gas Chlorinator for best operation. Also type of chlorinator housing - this is required.
3. Fence - height and protective features.
4. Night lighting system.

Special Equipment Required: SAFETY: (For each pool)

1. High Chair for Guard
2. Ring Buoy and Hook
3. Water Depth Markers on deck around pool
4. Vacuum Cleaner
5. Testing Kit
6. Filter Housing. This is not required by law, but an open filter can be tampered with during the closed hours and cause considerable expense and time.
7. Outdoor shower head with drain to wash off excess dirt prior to entering pool since shower house will not be available.
8. First Aid Kit.
9. Telephone System for emergencies
10. Dividing rope from shallow and deep end.

Special Equipment: PROGRAM

1. Pool Instructor Office, or desk with umbrella
2. Clip Boards and Whistles
3. Life Guard Hats and Dark Glasses
4. Life Guard Uniforms
5. Lane Markers
6. Racing Blocks
7. Recreational equipment such as balls, goals, etc.

Maintenance: Responsibility of the City.
1. Check gauges weekly or as called by Head Life Guard.
2. Check pumps for maintenance and operation.
3. All repairs
4. Chlorinator operation
5. All expenses related to maintenance and operation

Pool Proposal to City

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PLAINTIFF'S EXH 30 (p. 2)

Proposal for Pool Operation by the Cleveland Avenue YMCA
Page 2

Maintenance Operational Cost:

1. Utilities - Water - $600 per pool
   Power - $225 " "
2. Chlorine and other chemicals - $650 " "
3. Repairs (our average $300 per year)

Pool Operation: Responsibility of the YMCA Staff

1. Test the water three (3) times daily. Close pool when fails to meet minimum Health Dept. requirements and call City Maintenance.
2. Check gauges daily and backwash as needed.
3. Vacuum the pool as needed.
4. Make minor adjustment to chlorinator to meet conditions of the sun and weather.
5. Contact City Maintenance for any major operational problems.

Pool Supervision: YMCA Staff Responsibility

Staff Proposed:

Henry A. Spoore, Executive of the Cleveland Avenue YMCA and Robert James, Physical Director of the Cleveland Avenue YMCA and Don Camp, Assistant General Secretary of the YMCA.

Other staff to be employed based on three (3) pools.

1 Supervisor
4 Senior Life Guards to work 43 hours per week. Minimum qualifications - Leader Examiner Course completed, 20 years of age or one year college completed.
6 Junior Guards @ 40 hours per week. This will allow 2 life Guards at all hours and 3 during 3 peak hours daily. Qualifications - Senior Life Saving Course: 16 years of age.

Training: The YMCA will offer special courses in Life Saving and Leader Examiner during the month of May for all potential Guards.

Hours Open: 9:00 A. M. to 12:30 noon and 2:00 P. M. to 8:30 P. M. daily and 2:00 P. M. to 5:00 P. M. on Sundays. (43 hours per week)
May 27 - September 2 - 14 weeks

Supervision Costs:

Supervisor - $400.00 monthly	$1,400.00
4 Senior Life Guards - 43 hours per week @ $72.00 x 14 weeks x 4	4,064.00
6 Jr. Guards @ $1.00 per hour - 40 hrs. week x 14 weeks	3,360.00
Special Security	422.00
	$9,246.00

Pool Program to City Gym Mgr.

Continued

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...for Pool Operation by the Cleveland Avenue YMCA

Page ...

...Privileges:
1. To offer special classes prior to 10:00 A. M.
2. To organize community clubs, swim teams, etc.

...submits this proposal without a request for compensation for its professional staff and skills. We feel that this is a needed community service and pleased to be privileged to be a part.

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Pltf Ex 32

BABE RUTH GRAY LEAGUE 1970 SCHEDULE

Friday May 8	6:00 8:15	Tom Green vs Alabama National Bank W. S. Newell vs Frosty Morn
Saturday May 9	6:00 8:15	Deep South vs W. S. Newell Ala. National Bank vs Frosty Morn
Friday May 15	6:00 8:15	Frosty Morn vs Tom Green Deep South vs Ala. National Bank
Saturday May 16	6:00 8:15	W. S. Newell vs Tom Green Frosty Morn vs Deep South
Friday May 22	6:00 8:15	Ala. National Bank vs W. S. Newell Tom Green vs Deep South
Saturday May 23	6:00 8:15	Frosty Morn vs W. S. Newell Ala. National Bank vs Tom Green
Friday May 29	6:00 8:15	W. S. Newell vs Deep South Frosty Morn vs Ala. National Bank
Saturday May 30	6:00 8:15	Tom Green vs Frosty Morn Ala. National Bank vs Deep South
Tuesday June 2	6:00 8:15	Tom Green vs W. S. Newell Deep South vs Frosty Morn
Thursday June 4	6:00 8:15	W. S. Newell vs Ala. National Bank Deep South vs Tom Green
Tuesday June 9	6:00 8:15	Tom Green vs Ala. National Bank W. S. Newell vs Frosty Morn
Thursday June 11	6:00 8:15	Deep South vs W. S. Newell Ala. National Bank vs Frosty Morn

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Tuesday June 16	6:00 8:15	Frosty Horn vs Tom Green Deep South vs Ala. National Bank
Thursday June 18	6:00 8:15	W. S. Newell vs Tom Green Frosty Horn vs Deep South
Tuesday June 23	6:00 8:15	Ala. National Bank vs W. S. Newell Tom Green vs Deep South
Thursday June 25	6:00 8:15	Frosty Horn vs W. S. Newell Ala. National Bank vs Tom Green
Tuesday June 30	6:00 8:15	W. S. Newell vs Deep South Frosty Horn vs Ala. National Bank
Thursday July 2	6:00 8:15	Tom Green vs Frosty Horn Ala. National Bank vs Deep South
Tuesday July 7	6:00 8:15	Tom Green vs W. S. Newell Deep South vs Frosty Horn
Thursday July 9	6:00 8:15	W. S. Newell vs Ala. National Bank Deep South vs Tom Green

TEAM LISTED ABOVE IS HOME AND WILL TRIED BASE ON OUT

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PLAINTIFF'S EXH 32 (p.2)

Def Ex 39

1. Barbers Hilk	1. Bell Street
2. Dexter Ave.	2. Boys Club
3. Houston Hill	3. Carver Community
4. Sheridan Heights	4. Globe Village
5. Trenhola Court	5. St. Jude
6. Vineyard	6. Washington P.
	7. Cleveland Court

SCHEDULE

St. Jude	(1) VS.	Washington P.
Trenhola C.	(2) VS.	Vineyard
Houston Hill	(3) VS.	Sheridan Heights

June 3,1970

Boys Club	(1) VS.	Cleveland C.
Carver C.	(2) VS.	Washington P.
Globe V.	(3) VS.	St. Jude

Sat. June 6,1970

Barbers Hilk	(1) VS.	Vineyard
Dexter Ave.	(2) VS.	Sheridan H.

June 8,1970

Houston H.	(3) VS.	Trenhola C.
Bell St.	(2) VS.	Carver C.
Gibbs V.	(1) VS.	Washington P.

June 10,1970

Dexter Ave.	(2) VS.	Houston H.
St. Jude	(1) VS.	Cleveland C.
Barbers Hilk	(3) Vs.	Trenhola C.

Sat. June 13,1970

St. Jude	(1) VS.	Bell St.
Sheridan H.	(2) VS.	Vineyard

June 15, 1970

Barbers H.	(2) VS.	Sheridan H.
Boys Club	(1) VS.	Globe V.
Washington P.	(3) VS.	Cleveland C.

June 17,1970

Dexter Ave.	(3) VS.	Trenhola C.
Houston H.	(1) VS.	Vineyard
Bell S.	(2) VS.	Cleveland C.

Sat. June 20,1970

Boys Club	(1) VS.	Washington P.
Carver C.	(2) VS.	St. Jude

June 22,1970

Bell St.	(2) VS.	Washington P.
Barbers H.	(3) Vs.	Houston H.
Gibbs V.	(1) VS.	Cleveland C.

June 24, 1970

Dexter A.	(2) VS.	Vineyard
Carver C.	(1) VS.	Boys C.
Sheridan H.	(3) VS.	Trenhola C.

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PLAINTIFF'S EXH 39

Mon. June 29,1970

Bell St.	(2)	VS.	Gibbs V.
Boys Club	(1)	VS.	St. Jude
Houston H.	(2)	VS.	Cleveland C.

July 1,1970

Bell St.	(2)	VS.	Boys C.
Barbers H.	(3)	VS.	Dexter Ave.
Carver C.	(1)	VS.	Gibbs V.

Sat. July 4,1970

Boys Club	1)	VS.	Cleveland C.
Carver C.	(2)	VS.	Washington P.

July 6,1970

Barbers H.	(2)	VS.	Vineyard
Gibbs V.	(1)	VS.	St. Jude
Dexter A.	(3)	VS.	Sheridan H.

July 8,1970

Houston H.	(2)	VS.	Freedom C.
Bell St.	(3)	VS.	Carver C.
Gibbs V.	(1)	VS.	Washington P.

Sat. July 11,1970

Dexter Ave	(1)	VS.	Houston H.
St. Jude	(2)	VS.	Cleveland C.
Barbers H.	(3)	VS.	Freedom C.

Mon. July 13, 1970

St. Jude	(1)	VS.	Bell St.
Sheridan H.	(2)	VS.	Vineyard
Boys Club	(3)	VS.	Gibbs V.

July 15,1970

Washington P.	(1)	VS.	Cleveland C.
Barbers H.	(3)	VS.	Sheridan H.
Dexter A.	(2)	VS.	Freedom C.

Sat. July 18,1970

Houston H.	(1)	VS.	Vineyard
Bell St.	(2)	VS.	Cleveland C.

Mon. July 20,1970

Carver C.	(1)	VS.	St. Jude
Boys C.	(2)	VS.	Washington P.
Barber H.	(3)	VS.	Houston Hill

Wed. July 22, 1970

Bell St.	(2)	VS.	Washington P.
Gibbs Village	(3)	VS.	Cleveland Ct.
Dexter Ave.	(1)	VS.	Vineyard

Sat. July 25, 1970

Carver	(1)	VS.	Boys Club
Sheridan H.	(2)	VS.	Freehold Ct.

PLAY-OFF 2-3

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PLAINTIFF'S EXH 39 (p.2)

Page Ex 40

ATHLETIC PROGRAM

BASEBALL TEAMS

40 Dixie Youth League Teams — white
15 Babe Ruth Teams — white
8 Senior Baby Ruth Teams — white
8 Semi Pro Teams — white
30 Dixie Youth League Farm Teams — white
12 Little League Teams — Black
3 Pony League Teams — Black

SOFTBALL TEAMS

60 Men and Boys' Teams
8 Women's Teams
12 Jr. High Girls' Teams
8 Girls' - 12 and Under Teams

BASEBALL LIGHTED FIELDS

Babe Ruth League Fields

Bellingrath — Cloverdale
Chisholm — Morningview
Donnelly — Goodwyn
Boys' Club

Little League Fields

Houston Hill — Carver

Babe Ruth and Senior Baby Ruth Fields

Bellingrath — Goodwyn
Chisholm — Carver

SOFTBALL LIGHTED FIELDS

Boys' Club — Sands Street
Carver — Houston Hill
Chisholm (2) — Highland Gardens
Johnson Colonial — Dent Montgomery Bishops

PRACTICE FIELDS

BABE RUTH & SR. BABE RUTH PRACTICE FIELDS

Bellingrath — Capital Heights
Cloverdale — Huntingdon College
Carver — Alabama Christian College
McIntyre

SOFTBALL PRACTICE FIELDS

Mag Hill — Hayneville Road
Cloverdale — Capital Heights (2)
Highland Gardens

FOOTBALL TEAMS

12 Jr. High Varsity Teams
12 Jr. High B-Teams
6 Jr. High C-Teams

BASKETBALL TEAMS

12 Jr. High Varsity Teams
12 Jr. High B-Teams
6 Jr. High C-Teams

Civo-Kids Basketball

6 13 Years and Under Teams
6 14 Years and Under Teams
6 17 Years and Under Teams

TRACK TEAMS

12 Jr. High Varsity Teams
6 Jr. High B-Teams
6 Jr. High C-Teams

Annual Cross Country Track Meet - For All Bellingrath Community Center

6 Jr. High Varsity Teams

FOOTBALL FIELDS

McIntyre — Highland Gardens
Hayneville Road — Chisholm
Houston Hill — E.T. Washington
Carver — Bellingrath
Hunter Hall — Capital Heights
Cloverdale — Floyd
Goodwyn

SOCCER TEAMS

Floyd Community Center — Cloverdale Community Center

WRESTLING TEAMS

6 Jr. High Varsity Teams

TENNIS TEAMS

6 Jr. High Varsity Teams

GOLF TEAMS

6 Jr. High Varsity Teams

TRACK FIELDS

Lee High School — Sanier High School

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PLAINTIFF'S EXH. 40

Plaintiff's Exhibit 43

...ending recommendations based on the findings of the professional ... committee and subject to the approval of the YMCA-City Recreation ... Coordination Committee are designed to serve as a guide for both agencies ... planning and planning their athletic programs. It has been an attempt ... unnecessary duplication and over-lapping. It is the objective ... recommendations to best serve the people of Montgomery and to ... of our responsibilities particularly in the areas of city and ... building. Citizens Efforts - Out of town - City wide - all sports

...ITIES: In 1958 the Y.M.C.A. and City Recreation Department ... 4500 boys on 90 competitive teams. The fields were operated by ... City Recreation Department

...n High Football -- A competitive league for Varsity and "B" teams ... played in the local junior high schools. City Recreation on Junior ... School fields.

...ight Football -- League for boys who are 13 and under and ... no more than 135 pounds.# Recreation Department on playgrounds

...ee Football -- League for boys who are 12 years old and under and ... no more than 85 pounds.# YMCA on school fields and playgrounds

Termite Football -- League for boys who are 10 years old and under and weigh no more than 70 pounds.# YMCA on school grounds and playgrounds

(# Special weight allowances for younger boys)

An earlier effort at co-ordination has produced this very workable program which covers all age groups and certainly meets the needs of all boys interested in football.

Combat Basketball Table.

2 ...KETBALL: In 1957 the Y.M.C.A. and City Recreation Department ... 1120 boys on 112 teams in competitive basketball.

17 & Under -- One league under the City Recreation to be played in the afternoon during the week. One league under the YMCA to practice during the week and play on Monday nights. Boys will not be encouraged to play in both leagues.

...15 & Under -- City wide leagues will be under the YMCA. Recreation ...ay offer non-conflicting intramural leagues within the community centers.

...r High Varsity -- City Recreation will have a varsity league and a ...B" league. It is recommended that varsity and B" teams be limited to ten players. This will turn loose more boys to participate in other ...ies. In no case shall a varsity team carry more than twelve men

13 & Under -- The Y.M.C.A. and City Recreation will each operate a non-conflicting league for this age group. Intramurals in the centers may be run on a non-conflicting basis.

12 & Under -- The Y.M.C.A. will operate a city wide league for this age group. Limited to third grade.

Elementary --- The YMCA will operate city-wide elementary school basketball leagues with practices scheduled at the YMCA. The Recreation Department may offer a league on the community level for those boys not reached by the "Y". The "Y" leagues will be on a 4th, 5th, and 6th. grade level.

Note --- Both the City Recreation and the YMCA will operate a zone basketball league with rules adopted to co-ordinate and two programs.

VOLLEYBALL: In 1957 the YMCA served 168 men on 9 teams in competitive ...ball. With the addition of new facilities it is hoped that ...ipation in this activity will rapidly increase.

Civic Club Volleyball -- YMCA
...s of Volleyball -- YMCA
...r League Volleyball -- YMCA and City Recreation
...Volleyball -- Establish...

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PLAINTIFF'S EXH 43

BASEBALL: The City Recreation Department through the cooperation of the Little League, Babe Ruth, and American Legion officials served [illegible] boys on 38 teams in baseball last year.

Little League -- City Recreation and Little League officials Boys 12 & under.

[illegible] League -- City Recreation for boys who did not qualify for Little League

Babe Ruth League -- City Recreation and Babe Ruth officials for boys 15 and under.

13-year-old League -- City Recreation for boys not making Babe Ruth League.

American Legion -- City Recreation and American Legion for boys 18 and under.

SOFTBALL The YMCA and City Recreation Department served 850 men, women, and boys on 46 teams in 1958

Elementary -- YMCA on city fields. League to begin in late March and be completed by May 1st.

Men's Leagues -- City Recreation

Civic League -- YMCA on City Recreation fields.

Women's League -- City Recreation

6 TRACK: The City Recreation Department in cooperation with civic clubs, state high school athletic association, and local junior and senior high school co-sponsors invitational, sectional, and state track meets for colleges, high schools, and junior high schools. Members of the YMCA staff will assist in officiating upon request.

Junior High Track -- City Recreation

Elementary -- No planned program. Would be under joint sponsorship of "Y" and City Recreation if program were initiated.

7 AQUATICS: In 1958 the YMCA served from 2000 to 2400 boys, girls, men, and women in organized swimming.

Life saving and water safety courses -- YMCA

Learn-to-swim -- City wide program under the auspices of the YMCA and Alabama Journal. If additional pools become available and additional finances and staff are needed the City will assist the YMCA in meeting this demand if possible.

Competitive swimming and diving -- The YMCA will sponsor competitive swim teams and meets including the City Open Championship. A representative team under joint sponsorship of the YMCA and City Recreation may participate in the State Recreation Meet.

Special Events: The YMCA will offer its pools whenever possible to the Community Centers' staffs for special activities

8 OTHER SPORTS: (BADMINTON, WRESTLING, JUDO, GYMNASTICS) will be offered by the Recreation Department and the YMCA. As these programs grow it will be the responsibility of this committee to see that they best serve the people of our community and are co-ordinated to this end.

Weight lifting and body building -- Representative from from Downtown [illegible]

Handball -- Downtown "Y".

Respectfully submitted,

Henry Andrews
[illegible]

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PLAINTIFF'S EXH 43 (p. 2)

August 23, 1965

Mr. Henry Andrews
City Recreation Department
City Hall
Montgomery, Alabama

Dear Mr. Andrews:

Enclosed is a draft outlining the purposes of our Co-ordinating Committee. I feel that it is important that you and I, with the other key people on our staffs, make such changes as necessary prior to the meeting with all of the staff members for both organizations.

Carl Bear will serve as the Chairman of the Y.M.C.A. Co-ordinating Committee and the other committee members will be:

Dave Lerum — Flynn Murphy
Streeter Hiett — Hugh Stallings

Sincerely,

William G. Chandler
General Secretary

WGC/ab

enclosure

cc: Mayor Earl James

U. S. DIST. COURT - MIDDLE DIST. - ALA.

PLAINTIFF'S EXH. 46

It's Not What You Say About

SEGREGATION

IT'S WHAT YOU

DO ABOUT IT

THAT COUNTS!!

Let's Read The Record Of The Past Four Years

Fighting All Our Battles From A Defensive Position

No Aggressive Program

THE REISSUING OF A BUS FRANCHISE TO A CORPORATION CONTROLLED BY STOCKHOLDERS OUTSIDE MONTGOMERY AT A CRITICAL TIME AND FOR 10 YEARS.

LACK OF ORGANIZATION IN HANDLING THE BUS BOYCOTT

LACK OF ACTION AGAINST THE CAR POOL

EARL JAMES HAS THE PERSONAL COURAGE TO

Fight For Segregation!

Elect

EARL JAMES for Mayor

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PLAINTIFF'S EXH 162